

<i>SERFF Tracking Number:</i>	<i>ELAS-126777923</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46557</i>
<i>Company Tracking Number:</i>	<i>ICC10BASE1-A</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Retirement Cornerstone</i>		
<i>Project Name/Number:</i>	<i>Retirement Cornerstone II ADV/ICC10BASE1-A</i>		

Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: Retirement Cornerstone	SERFF Tr Num: ELAS-126777923	State: Arkansas
TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable	SERFF Status: Closed-Approved-Closed	State Tr Num: 46557
Sub-TOI: A02.11.002 Flexible Premium	Co Tr Num: ICC10BASE1-A	State Status: Approved-Closed
Filing Type: Form	Author: Frank E Fernandez	Reviewer(s): Linda Bird
	Date Submitted: 08/19/2010	Disposition Date: 08/23/2010
		Disposition Status: Approved-Closed
Implementation Date Requested:		Implementation Date:
State Filing Description:		

General Information

Project Name: Retirement Cornerstone II ADV
 Project Number: ICC10BASE1-A
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed
 Date Approved in Domicile:
 Domicile Status Comments: Due to a recent change in law, the state of New York no longer requires filing of this type of form for use outside of New York. Instead, New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York.
 Market Type: Individual
 Group Market Size:
 Group Market Type:
 Explanation for Other Group Market Type:
 State Status Changed: 08/23/2010
 Created By: Frank E Fernandez
 Corresponding Filing Tracking Number:

Explanation for Combination/Other:
 Submission Type: New Submission
 Overall Rate Impact:
 Filing Status Changed: 08/23/2010

Deemer Date:
 Submitted By: Frank E Fernandez
 Filing Description:

We are filing for your approval the enclosed flexible premium combination fixed and variable deferred annuity forms. The new forms include: a Contract with Data Pages, Riders, Endorsements and an Application.

SERFF Tracking Number:	ELAS-126777923	State:	Arkansas
Filing Company:	AXA Equitable Life Insurance Company	State Tracking Number:	46557
Company Tracking Number:	ICC10BASE1-A		
TOI:	A02.II Individual Annuities- Deferred Non-Variable and Variable	Sub-TOI:	A02.II.002 Flexible Premium
Product Name:	Retirement Cornerstone		
Project Name/Number:	Retirement Cornerstone II ADV/ICC10BASE1-A		

We confirm that the State Guaranty Association Notice will be provided with the Contract in compliance with Regulation 49. Regulation 6 (Variable Annuities) has been reviewed, and we are in compliance.

Please see attached filing letter for details.

Company and Contact

Filing Contact Information

Gregory Prato, Assistant Vice President	greg.prato@axa-equitable.com
1290 Avenue of the Americas, 14th Floor	212-314-5710 [Phone]
New York, NY 10104	212-314-3380 [FAX]

Filing Company Information

AXA Equitable Life Insurance Company	CoCode: 62944	State of Domicile: New York
1290 Avenue of the Americas, 14-10	Group Code: 968	Company Type: LIFE Insurance
New York,, NY 10104	Group Name:	State ID Number:
(212) 314-2921 ext. [Phone]	FEIN Number: 13-5570651	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$800.00
Retaliatory?	No
Fee Explanation:	16 forms at \$50.00 each.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$800.00	08/19/2010	38893571

SERFF Tracking Number:	ELAS-126777923	State:	Arkansas
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Product Name:	Retirement Cornerstone		
Project Name/Number:	Retirement Cornerstone II ADV/ICC10BASE1-A		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/23/2010	08/23/2010

<i>SERFF Tracking Number:</i>	<i>ELAS-126777923</i>	<i>State:</i>	<i>Arkansas</i>
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<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
	<i>Variable and Variable</i>		
<i>Product Name:</i>	<i>Retirement Cornerstone</i>		
<i>Project Name/Number:</i>	<i>Retirement Cornerstone II ADV/ICC10BASE1-A</i>		

Disposition

Disposition Date: 08/23/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-126777923 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 46557

Company Tracking Number: ICC10BASE1-A

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: Retirement Cornerstone

Project Name/Number: Retirement Cornerstone II ADV/ICC10BASE1-A

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	
Supporting Document	Application	No	
Supporting Document	Life & Annuity - Actuarial Memo	No	
Supporting Document	Variable Text/SOV Memorandums	Yes	
Supporting Document	Filing Letter	Yes	
Supporting Document	Compliance Certification	Yes	
Form	Flexible Premium Deferred Fixed And Variable Annuity Contract	Yes	
Form	Data Pages	Yes	
Form	Guaranteed Income Benefit Rider	Yes	
Form	"Greater Of" Death Benefit Rider	Yes	
Form	Highest Anniversary Value Death Benefit Rider	Yes	
Form	Return Of Principal Death Benefit Rider	Yes	
Form	Endorsement Applicable To The Termination Of An Optional Guaranteed Income Benefit And/Or The Termination Or Change Of An Optional Guaranteed Minimum Death Benefit Rider(S)	Yes	
Form	Endorsement Applicable To Protection Account Investment Options	Yes	
Form	Endorsement Applicable To Special Money Market Dollar Cost Averaging	Yes	
Form	Endorsement Applicable To Non- Qualified Contracts	Yes	
Form	Endorsement Applicable To Traditional IRA Contracts	Yes	
Form	Endorsement Applicable To Roth IRA Contracts	Yes	
Form	Inherited Traditional Ira Beneficiary Continuation Option (Bco) Endorsement	Yes	
Form	Inherited Roth Ira Beneficiary Continuation Option (Bco) Endorsement	Yes	
Form	Endorsement Applicable To Custodial [Roth] Ira Contracts	Yes	

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	<i>Variable and Variable</i>		
<i>Product Name:</i>	<i>Retirement Cornerstone</i>		
<i>Project Name/Number:</i>	<i>Retirement Cornerstone II ADV/ICC10BASE1-A</i>		

Form	Application	Yes
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SERFF Tracking Number: ELAS-126777923 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 46557

Company Tracking Number: ICC10BASE1-A

TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable

Product Name: Retirement Cornerstone

Project Name/Number: Retirement Cornerstone II ADV/ICC10BASE1-A

Form Schedule

Lead Form Number: ICC10BASE1-A

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	ICC10BASE1-A	Policy/Contract Flexible Premium Deferred Fixed And Variable Annuity Certificate Contract	Initial		0.000	RC II- ADV non-ICC Individual Contract ICC10BASE1-A - Final.pdf
	ICC10DPA DV	Data/Declaration Pages	Initial		0.000	RC II ADV DPs_non-ICC_individual.pdf
	ICC10GIB1	Policy/Contract Guaranteed Income Benefit Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	ICC10GIBI-final.pdf
	ICC10GMD BGR1	Policy/Contract "Greater Of" Death Benefit Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	RC II 6-10 ICC10GMD BGR1 Rider - final.pdf
	ICC10GMD BHAV1	Policy/Contract Highest Anniversary Value Death Benefit	Initial		0.000	RC II 6-10 ICC10GMD B

SERFF Tracking Number: ELAS-126777923 State: Arkansas
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Company Tracking Number: ICC10BASE1-A
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable

Product Name: Retirement Cornerstone
Project Name/Number: Retirement Cornerstone II ADV/ICC10BASE1-A

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SERFF Tracking Number: ELAS-126777923 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 46557
Company Tracking Number: ICC10BASE1-A
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: Retirement Cornerstone
Project Name/Number: Retirement Cornerstone II ADV/ICC10BASE1-A

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ICC10NQ1	Policy/Cont Endorsement ract/Fratern Applicable To Non- al Qualified Contracts Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	ADV-NQ ENDORSEM ENT_clean.pdf
ICC10IRA1	Policy/Cont Endorsement ract/Fratern Applicable To al Traditional IRA Certificate: Contracts Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	ADV-IRA ENDORSEM ENT.pdf
ICC10ROTH1	Policy/Cont Endorsement ract/Fratern Applicable To Roth al IRA Contracts Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	ADV-ROTH IRA ENDORSEM ENT.pdf
ICC10INHIRA1	Policy/Cont Inherited Traditional ract/Fratern Ira Beneficiary	Initial	0.000	ADV- INHERITED

SERFF Tracking Number:	ELAS-126777923	State:	Arkansas
Filing Company:	AXA Equitable Life Insurance Company	State Tracking Number:	46557
Company Tracking Number:	ICC10BASE1-A		
TOI:	A02.11 Individual Annuities- Deferred Non-Variable and Variable	Sub-TOI:	A02.11.002 Flexible Premium
Product Name:	Retirement Cornerstone		
Project Name/Number:	Retirement Cornerstone II ADV/ICC10BASE1-A		

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ICC10 App	Application/ Application	Initial	0.000	Bracketed
02 ADV	Enrollment			Generic App
	Form			ICC10 App 02
				ADV.pdf

Owner: [JOHN DOE]

[Applicable for Joint Owner Non-Qualified Contracts only]

Joint Owner:

Contract Number: [00000]

Contract Date: [January 1, 2010]

FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT

Processing Office: [AXA Equitable Life Insurance Company, P.O. Box 1547,
Secaucus, New Jersey 07096-1547
Telephone: (800)-789-7771
www.axa-equitable.com]

This is the entire Contract. This Contract is issued in return for the Contributions to be made to us under this Contract. This Contract becomes effective on the Contract Date. The Annuitant and the Owner must be living on the Contract Date.

In this Contract, "we", "our" and "us" mean AXA Equitable Life Insurance Company. "You" and "your" mean the Owner.

We will provide the benefits and other rights pursuant to the terms of this Contract.

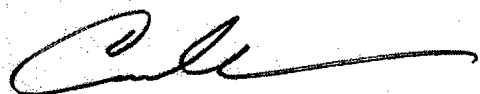
TEN DAYS TO EXAMINE CONTRACT - Not later than ten days after you receive this Contract, you may return it to us. We will cancel it and refund any Contribution you made to us.

AXA EQUITABLE LIFE INSURANCE COMPANY, a stock life insurance company.

Home Office address: [1290 Avenue of the Americas, New York, New York 10104]

[

]



Christopher M. Condrón
Chairman and Chief Executive Officer]



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

The portion of Annuity Account Value held in the Variable Separate Account may increase or decrease in value. The amount of the Annuity Benefit will be equal to the sum of any Fixed Annuity Benefit and any Variable Annuity Benefit. The amount of any Variable Annuity Benefit may increase or decrease depending on the investment experience of the Separate Account.

NON-PARTICIPATING

This Contract consists of the cover page, the succeeding Contract pages, the Data Pages, an Endorsement containing provisions applicable to the federal income tax qualification of your Contract or the provisions specific to Non-Qualified Contracts, any other Endorsements, and the optional benefit Riders attached and listed in the Data Pages, which describe any optional benefits you elected. This is the entire Contract.

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PART I – DEFINITIONS

SECTION 1.01 ANNUITANT

“Annuitant” means the individual shown as such in the Data Pages, or any successor Annuitant.

SECTION 1.02 ANNUITY ACCOUNT VALUE

“Annuity Account Value” means the sum of the amounts held for you in the Investment Options.

SECTION 1.03 ANNUITY BENEFIT

“Annuity Benefit” means a benefit payable by us as described in Part VII.

SECTION 1.04 BUSINESS DAY

“Business Day” means generally any day on which the New York Stock Exchange is open for trading and generally ends at 4:00 pm Eastern Time or such other time as we state in writing to the Owner.

SECTION 1.05 CASH VALUE

“Cash Value” means an amount equal to the Annuity Account Value, less any charges that apply as described in Part VIII and any charges that may apply as described in any applicable Endorsement(s) or Rider(s).

SECTION 1.06 CODE

“Code” means the Internal Revenue Code of 1986, as amended at any time, or any corresponding provisions of prior or subsequent United States revenue laws. References to the “Code” in this Contract include references to applicable Federal income tax regulations.

SECTION 1.07 CONTRACT

“Contract” means this Contract including the Data Pages, an Endorsement containing provisions applicable to the federal income tax qualification of your Contract or the provisions specific to Non-Qualified Contracts, any other Endorsement(s), and the optional benefit Rider(s) attached hereto, which describe any optional benefits you elected. This is the entire Contract.

SECTION 1.08 CONTRACT DATE

“Contract Date” means the earlier of: (a) the date on which the Owner is enrolled under the Contract according to our enrollment procedures, or (b) in conjunction with certain exchanges, the date of enrollment under a prior Contract. The Contract Date is shown in the Data Pages.

SECTION 1.09 CONTRACT DATE ANNIVERSARY

A Contract Date Anniversary is the last day of the Contract Year unless otherwise stated in the Data Pages.

SECTION 1.10 CONTRACT YEAR

“Contract Year” means the twelve-month period starting on (i) the Contract Date and (ii) the same date each subsequent year, unless we agree to another period.

SECTION 1.11 CONTRIBUTION

“Contribution” means a payment made to us under the Contract. See Section 3.01.

SECTION 1.12 EMPLOYER

“Employer” means, if applicable, an employer as defined in an Endorsement attached hereto.

SECTION 1.13 INVESTMENT FUND

“Investment Fund” means a trust or other investment company or a separate class (or series) of shares of a specified trust or investment company where each class (or series) represents a separate portfolio in the specified trust or investment company.

SECTION 1.14 INVESTMENT OPTION

“Investment Option” means the Guaranteed Interest Option, a Separate Account, or a Variable Investment Option of a Separate Account.

SECTION 1.15 MATURITY DATE

“Maturity Date” means the date on which the annuity payments described in Part VII are to commence. The Maturity Date is shown in the Data Pages and is based on the original Annuitant’s date of birth.

SECTION 1.16 NON-NATURAL OWNER

“Non-Natural Owner” means an Owner who is not an individual. Benefits thereunder, are determined by the age of the Annuitant. If there is an ownership change under a Contract owned by a Non-Natural Owner to an individual, the original Annuitant or Joint Annuitant, if applicable, continues to determine the benefits under the Contract.

SECTION 1.17 OWNER

“Owner” means the person or entity shown as such on the cover page, in the Data Pages, or in any Endorsement and includes any successor owner.

SECTION 1.18 PLAN

"Plan" means a retirement savings plan adopted by an Employer that is intended to meet the requirements for qualification under either Section 401(a) of the Code or 403(b) of the Code.

SECTION 1.19 PRIOR CONTRACT

“Prior Contract” means another contract or certificate issued by us, or one of our affiliates, from which the Owner and we have agreed to transfer amounts to this Contract.

SECTION 1.20 PROCESSING DATE

“Processing Date” is each Contract Date Anniversary. If the Contract Date Anniversary is not a Business Day, then the Processing Date is the first Business Day thereafter.

SECTION 1.21 PROCESSING OFFICE

“Processing Office” means the AXA Equitable Processing office shown on the cover page of this Contract, or such other location we may state upon written notice to you.

SECTION 1.22 SEPARATE ACCOUNT

“Separate Account” means any of the Separate Accounts described or referred to in Sections 2.02 and 2.05 and the Data Pages of this Contract.

SECTION 1.23 TRANSACTION DATE

The Transaction Date is the Business Day we receive at the Processing Office a Contribution or a transaction request providing the information we need. Transaction requests must be in a form acceptable to us.

SECTION 1.24 VARIABLE INVESTMENT OPTION

“Variable Investment Option” means a separate account or a subdivision of a Separate Account available under this Contract. A Variable Investment Option may invest its assets in an Investment Fund.

PART II - INVESTMENT OPTIONS

SECTION 2.01 GUARANTEED INTEREST OPTION

Any amount held in the Guaranteed Interest Option becomes part of the assets in our general account, which supports the guarantees of the Contract and other contracts.

The amount the Guaranteed Interest Option at any time is equal to:

- all amounts that have been allocated or transferred to the Guaranteed Interest Option, plus
- the amount of any interest credited, less
- all amounts that have been withdrawn (including charges) or transferred from such Option.

We will credit the amount held in the Guaranteed Interest Option with interest at effective rates that we set periodically. We will set an annual guaranteed interest rate that will remain in effect for a stated twelve-month period or a calendar year. We will also set a minimum guaranteed interest rate that will be effective for the duration of the Contract. The Data Pages show the initial rate(s) that apply.

We guarantee that any rate so set after your Contract Date will never be less than the lifetime minimum guaranteed interest rate shown in the Data Pages.

SECTION 2.02 SEPARATE ACCOUNT

We have established the Separate Account(s) and maintain such Account(s) in accordance with the laws of New York State. Income, realized and unrealized gains and losses from the assets of the Separate Account(s) are credited to or charged against it without regard to our other income, gains or losses. Assets are placed in the Separate Account(s) to support this Contract and other variable annuity contracts and certificates. Assets may be placed in the Separate Account(s) for other purposes, but not to support contracts or policies other than variable annuities and variable life insurance.

The Data Pages set forth the Separate Account(s). A Separate Account may be subdivided into Variable Investment Options.

The assets of a Separate Account are our property. The portion of such assets equal to the reserves and other contract liabilities will not be chargeable with liabilities which arise out of any other business we conduct. We may transfer assets of a Separate Account in excess of the reserves and other liabilities with respect to such Account to another Separate Account or to our general account.

We may, at our discretion, invest Separate Account assets in any investment permitted by applicable law. We may rely conclusively on the opinion of counsel (including counsel in our employ) as to what investments we may make as law permits.

SECTION 2.03 SEPARATE ACCOUNT ACCUMULATION UNITS AND UNIT VALUES

The amount you have in a Variable Investment Option at any time is equal to the number of Accumulation Units you have in that Variable Investment Option multiplied by the Variable Investment Option's Accumulation Unit Value at that time. "Accumulation Unit" means a unit which is purchased in a Separate Account. "Accumulation Unit Value" means the dollar value of each Accumulation unit in a Separate Account on a given date. (If Variable Investment Options apply as described in Section 2.02, then the terms of this Section 2.03 apply separately to each Variable Investment Option, unless otherwise stated.)

Amounts allocated or transferred to a Separate Account are used to purchase Accumulation Units of that Account. Units are redeemed when amounts are deducted, transferred or withdrawn.

The number of Accumulation Units you have in a Separate Account at any time is equal to the number of Accumulation Units purchased minus the number of Units redeemed in that Account up to that time. The number of Accumulation Units purchased or redeemed in a transaction is equal to the dollar amount of the transaction divided by the Account's Accumulation Unit Value for that Transaction Date.

We determine Accumulation Unit Values for each Separate Account for each Valuation Period. A "Valuation Period" is each Business Day together with any consecutive preceding non-business days. For example, for each Monday which is a Business Day, the preceding Saturday and Sunday will be included to equal a three-day Valuation Period.

Unless the following paragraph applies, the Accumulation Unit Value for a Separate Account for any Valuation Period is equal to the Accumulation Unit Value for the immediately preceding Valuation Period multiplied by the ratio of values: "(i)" and "(ii)". Value "(i)" is the value of the Separate Account at the close of business at the end of the current Valuation Period, before any amounts are allocated to or withdrawn from the Separate Account in that Period. Value "(ii)" is the value of the Separate Account at the close of business at the end of the preceding Valuation Period, after all allocations and withdrawals were made for that Period. For this purpose, "value of the Separate Account" means the market value or, where there is no readily available market, the fair value of the assets allocated to the Separate Account, as determined in accordance with our rules, accepted accounting practices, and applicable laws and regulations.

To the extent the Separate Account invests in Investment Funds, and the assets of the Investment Funds are invested in a class or series of shares of a specified trust or investment company, the Accumulation Unit Value of a Variable Investment Option for any Valuation Period is equal to the Accumulation Unit Value for that Fund on the immediately preceding Valuation Period multiplied by the Net Investment Factor for that Fund for the current Valuation Period. The Net Investment Factor for a Valuation Period is (a) divided by (b) minus (c), where:

- (a) is the value of the Variable Investment Option's shares of the related Investment Fund at the end of the Valuation Period (before taking into account any amounts allocated to or withdrawn from the Variable Investment Option for the Valuation Period and after deduction of investment advisory fees and direct operating expenses of the specified trust or investment company; for this purpose, we use the share value reported to us by the specified trust or investment company);
- (b) is the value of the Variable Investment Option's shares of the related Investment Fund at the end of the preceding Valuation Period (taking into account any amounts allocated or withdrawn for that Valuation Period);
- (c) is the Contract Fee (see Section 8.04) for the expenses and risks of the Contract, times the number of calendar days in the Valuation Period, plus any charge for taxes or amounts set aside as a reserve for taxes.

SECTION 2.04 AVAILABILITY OF INVESTMENT OPTIONS

Section 3.01 describes how Contributions are allocated among Investment Options based on your election among the available Variable Investment Options. Your election is subject to the following:

- (a) If the Contributions are made pursuant to the terms of a Plan, then Investment Options available may be subject to the terms of such Plan, as reported to us by the Owner.
- (b) The available Investment Options on the Contract Date are shown in the Data Pages. We have the right to add Investment Options, to limit the number of Investment Options which you may elect, and to limit or terminate new allocations to an Investment Option. We will not limit or terminate allocations to the Guaranteed Interest Option unless so provided in the Data Pages.

SECTION 2.05 CHANGES WITH RESPECT TO SEPARATE ACCOUNT

In addition to the rights reserved pursuant to subsection (b) of Section 2.04, and Sections 9.01 and 9.02, we have the right, subject to compliance with applicable law, including approval of Contract owners if required:

- (a) to add Variable Investment Options (or sub-funds of Variable Investment Options) to, or to remove Variable Investment Options (or sub-funds) from, the Separate Account, or to add other separate accounts;
- (b) to combine any two or more Variable Investment Options or sub-funds thereof;
- (c) to transfer the assets we determine to be the share of the class of contracts to which this Contract belongs from any Variable Investment Option to another Variable Investment Option;

- (d) to operate the Separate Account or any Variable Investment Option as a management investment company under the Investment Company Act of 1940, in which case charges and expenses that otherwise would be assessed against an underlying mutual fund would be assessed against the Separate Account;
- (e) to operate the Separate Account or any Variable Investment Option as a unit investment trust under the Investment Company Act of 1940;
- (f) to deregister the Separate Account under the Investment Company Act of 1940;
- (g) to restrict or eliminate any voting rights as to the Separate Account;
- (h) to cause one or more Variable Investment Options to invest some or all of their assets in one or more other trusts or investment companies.

If the exercise of these rights results in a material change in the underlying investment of a Separate Account, you will be notified of such exercise, as required by law.

A Separate Account or Variable Investment Option which may be added by us as described above may be one with respect to which: (i) there may be periods during which Contributions may be restricted pursuant to the maturity terms of such Separate Account or Investment Fund, (ii) amounts therein may be automatically liquidated pursuant to the investment policy of the Separate Account, and (iii) investments therein may mature. We will have the right to reallocate amounts arising from liquidation or maturity according to your allocation instructions then in effect unless you specify other instructions with respect to such amounts. If no such allocation instructions have been made, the reallocation will be made to a designated Investment Option, or to the next established Separate Account or Investment Fund of the same type as described in this paragraph, if applicable, as specified in the Data Pages.

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.01 CONTRIBUTIONS, ALLOCATIONS

You may allocate Contributions to, or transfer among the Investment Options available under this Contract. You need not allocate Contributions to each available Investment Option. You may change the allocation election at any time by sending us the proper form. Allocation percentages must be in whole numbers (no fractions) and must total 100%.

Each Contribution is allocated (after deduction of any charges that may apply) in accordance with the allocation election in effect on the Transaction Date. Contributions made to a Separate Account purchase Accumulation Units in that Account, using the Accumulation Unit Value for that Transaction Date.

SECTION 3.02 LIMITS ON CONTRIBUTIONS

We have the right not to accept any Contribution which is less than the minimum amount shown in the Data Pages. The Data Pages indicate other Contribution limitations and requirements which may apply. We also have the right, in addition to any such limitations and requirements, upon advance notice to you, to:

- (a) change such limitations and requirements to apply to Contributions made after the date of such change, and
- (b) discontinue acceptance of Contributions under this Contract with respect to all Contracts or with respect to all Contracts of the same class.

PART IV - TRANSFERS AMONG INVESTMENT OPTIONS

SECTION 4.01 TRANSFER REQUESTS

You may request to transfer all or part of the amount held in an Investment Option to one or more of the other Options. The request must be in a form we accept. All transfers will be made on the Transaction Date. Transfers are subject to the terms of Sections 2.04, 4.02 and our rules in effect at the time of transfer. With respect to a Separate Account, the transfers will be made at the Accumulation Unit Value for that Transaction Date.

SECTION 4.02 TRANSFER RULES

The transfer rules which apply are described in the Data Pages. A transfer request will not be accepted if it involves less than the minimum amount, if any, stated in the Data Pages (unless the Annuity Account Value is less than such amount). We have the right to change our transfer rules. Any change will be made upon advance notice to you.

Transfers to a Variable Investment Option will also be subject to the rules of the Investment Fund in which it invests, and in accordance with Sections 5.01, 8.02 and 8.03.

PART V - WITHDRAWALS AND TERMINATION

SECTION 5.01 WITHDRAWALS

Unless otherwise stated in the Data Pages, you may request, pursuant to our procedures then in effect, a withdrawal from the Investment Options before the Maturity Date. The request must be in a form we accept.

On the Transaction Date, we will pay the amount of the withdrawal requested or, if less, the Cash Value. The amount to be paid will be withdrawn on a pro-rata basis from the amounts held for you in the Investment Options, unless you elect otherwise and unless otherwise stated in the Data Pages.

We will not accept a withdrawal request if it involves less than the minimum amount, if any, stated in the Data Pages. Further conditions or restrictions may apply if stated in the Data Pages or in an Endorsement or Rider attached hereto.

We will withdraw any redemption fee or other charge that an Investment Fund requires us to deduct from your Account Value. Such amounts, less any applicable processing fee, will be remitted to the Investment Fund. Such withdrawals may cause Contract termination as provided in Section 5.02.

SECTION 5.02 CONTRACT TERMINATION

Payment of the Death Benefit terminates the Contract. In addition, we reserve the right to terminate this Contract if one or more of the following events occurs, unless otherwise specified in any Endorsement, Rider or Data Pages attached hereto:

- (a) A withdrawal is made under Section 5.01 that would result in an Annuity Account Value of an amount less than the minimum amount stated in the Data Pages.
- (b) If, before the Maturity Date, no Contributions are made during the last three completed Contract Years and the Annuity Account Value is less than the amount described in (a) above.
- (c) If as a result of the deduction of a charge or fee, or you make a withdrawal that reduces the Annuity Account Value to zero.
- (d) Payment of the Death Benefit terminates the Contract.

PART VI – PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

You give us the name of the beneficiary ("Beneficiary") who is to receive any death benefit ("Death Benefit") payable because of your death. Any such change must be made in writing. A change will take effect as of the date the written change is executed, whether or not you are living on the date of receipt at our Processing Office. However, we will not be liable as to any payments we make or actions we take before we receive any such change at our Processing Office.

You may name one or more persons to be primary Beneficiary and one or more other persons to be successor Beneficiary if the primary Beneficiary dies before the Owner. Unless you direct otherwise, if you have named two or more persons as Beneficiary, the Beneficiary will be the named person or persons who survive you and payments will be made to such persons in equal shares or to the survivor.

Any part of a Death Benefit for which there is no named Beneficiary living at your death will be payable in a single sum to the Owner's surviving spouse, if any; if there is no surviving spouse, then to the surviving children in equal shares; if there are no surviving children, then to your estate.

You may change the Beneficiary during your lifetime and while coverage under the Contract is in force. If the Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant or Joint Annuitant, if applicable. For purpose of this Section, "you" or "your" refer to the Annuitant when describing the Death Benefit under a Non-Natural Owner Contract.

SECTION 6.02 PAYMENT UPON DEATH

Upon receipt of due proof of your death before the Maturity Date, we will pay a Death Benefit to the Beneficiary named under Section 6.01. Payment is subject to the terms of Section 6.01 and any special rules which may apply as described in the Data Pages and any Endorsement or Rider attached hereto.

For the portion of the Death Benefit payable to a Beneficiary, the date on which we received the Beneficiary requirements is the "Payment Transaction Date". Payment of a Death Benefit will be made upon our receipt of the following "Beneficiary Requirements":

- (i) a properly completed written request;
- (ii) due proof of death (as evidenced by a certified copy of the death certificate);
- (iii) proof satisfactory to us that the person claiming the Death Benefit is the person entitled to receive it;
- (iv) tax information required by the Code; and
- (v) any other forms we require.

Upon receipt of notification of your death, if we have not received the Beneficiary Requirements described above, your Contract will continue to remain invested in the Investment Options and no transactions will be permitted.

Unless otherwise specified in an optional Rider or the Data Pages attached hereto, the Death Benefit is equal to the Annuity Account Value on the Payment Transaction Date.

If an optional Guaranteed Minimum Death Benefit Rider is elected, the provisions of such Rider supersede the previous paragraph. The Guaranteed Minimum Death Benefit is determined according to the terms and conditions of the Guaranteed Minimum Death Benefit Rider. However, if the Death Benefit described in the previous paragraph is greater than the benefit provided under an optional Guaranteed Minimum Death Benefit Rider, the Death Benefit will equal such greater amount.

SECTION 6.03 MANNER OF PAYMENT

The Death Benefit will be paid to the Beneficiary in a single sum unless you elect a different form of Death Benefit payout (such as a life annuity) and provided that we offer such at the time the Death Benefit is payable. The Beneficiary will have no right to change the election; however, (i) we will apply a predetermined Death Benefit annuity payout election only if payment of the Death Benefit begins within one year following the date of death; (ii) we will not apply a predetermined Death Benefit payout election if doing so would violate any Federal income tax rules or guidelines or any other applicable law. Subject to the foregoing, a Beneficiary who becomes a successor owner or who continues the Contract under a Beneficiary Continuation Option, if available, will not have the right to change your election.

PART VII - ANNUITY BENEFITS

SECTION 7.01 ELECTION OF ANNUITY BENEFITS

As of the Maturity Date the Annuity Account Value will be applied to provide for the Normal Form of Annuity Benefit (described below). However, you may instead elect (i) to have the Cash Value paid in a single sum; (ii) to apply the Annuity Account Value or Cash Value, whichever applies pursuant to the first paragraph of Section 7.05, to provide an Annuity Benefit of any form offered by us or one of our affiliated life insurance companies, or (iii) to apply the Cash Value to provide any other form of benefit payment we offer and applicable laws and regulations. At the time an Annuity Benefit is purchased, we will issue a supplementary contract which reflects the Annuity Benefit terms.

We will provide notice and election forms to you not more than six months before the Maturity Date.

We will have the right to require you to furnish any information we need to provide an Annuity Benefit. We will be fully protected in relying on such information and need not inquire as to its accuracy or completeness.

SECTION 7.02 MATURITY DATE

The Maturity Date is shown in the Data Pages, but may be changed by us in conformance with applicable law. The Maturity Date may not be earlier than thirteen months following the Contract Date.

SECTION 7.03 ANNUITY BENEFIT

Payments under an Annuity Benefit will be made monthly. You may elect instead to have the Annuity Benefit paid at other intervals, such as every three months, six months, or twelve months, instead of monthly, subject to our rules at the time of your election or as otherwise stated in the Data Pages or any Endorsement attached hereto. This election may be made at the time the Annuity Benefit form as described in Section 7.04 is elected. In that event, all references in this Contract to monthly payments, with respect to the Annuity Benefit to which the election applies, will be deemed to mean payments at the frequency elected.

SECTION 7.04 ANNUITY BENEFIT FORMS

The "Normal Form" of Annuity Benefit is the Life-Period Certain Annuity Form described below, unless another form of annuity is determined to be the Normal Form of Annuity pursuant to the terms of the Plan, if applicable, and/or the requirements of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other law that applies.

The Life-Period Certain Annuity is an annuity that is payable during the lifetime of the person upon whose life the payments depend, but with a maximum of 10 years of payments guaranteed (10 years certain period). That is, if the original payee dies before the certain period has ended,

payments will continue to the Beneficiary named to receive such payments for the balance of the certain period.

We may offer other annuity forms as available from us or from one of our affiliated life insurance companies. Such a form may, for example, include the Joint and Survivor Life Annuity Form which provides monthly payments while either of two persons upon whose lives such payments depend is living. The monthly amount to be continued when only one of the persons is living will be equal to a percentage, as elected, of the monthly amount that was paid while both were living.

SECTION 7.05 AMOUNT OF ANNUITY BENEFITS

If you elect pursuant to Section 7.01 to have an Annuity Benefit paid in lieu of the Cash Value, then the amount applied to provide the Annuity Benefit will, unless otherwise stated in the Data Pages or required by applicable laws or regulations, be (i) the Annuity Account Value if the annuity form elected provides payments for a person's remaining lifetime or (ii) the Cash Value if the annuity form elected does not provide such lifetime payments.

The amount applied to provide an Annuity Benefit may be reduced by a charge for any taxes which apply on annuity purchase payments. If we have previously deducted charges for taxes from Contributions, we will not again deduct charges for the same taxes before an Annuity Benefit is provided. The balance will be used to purchase the Annuity Benefit on the basis of either (i) the Tables of Guaranteed Annuity Payments or (ii) our then current individual annuity rates, whichever rates would provide a larger benefit with respect to the payee.

The Annuity Benefit at the time of commencement will not be less than that which would be provided by the application of an amount to purchase any single consideration immediate annuity contract of the same form of annuity offered by us at the time to the same class of annuitants. The amount applied to provide a life contingent annuity payout option will be the Annuity Account Value.

SECTION 7.06 CONDITIONS FOR PAYMENT

We may require proof acceptable to us that the person on whose life a benefit payment is based is alive when each payment is due. We will require proof of the age of any such person on whose life an Annuity Benefit is based.

If a benefit was based on information that is later found not to be correct, such benefit will be adjusted on the basis of the correct information. The adjustment will be made in the number or amount of the benefit payments, or any amount used to provide the benefit, or any combination. Overpayments by us will be charged against future payments. Underpayments will be added to future payments. Our liability is limited to the correct information and the actual amounts used to provide the benefits.

If the age (or sex, if applicable as stated in the Tables of Guaranteed Annuity Payments) of any person upon whose life an Annuity Benefit depends has been misstated, any benefits will be those which would have been purchased at the correct age (or sex). Any overpayments or underpayments made by us will be charged or credited with interest at 6% or the then current

Guaranteed Interest Rate; we will choose which rate will apply on a uniform basis for like Contracts. Such interest will be deducted from or added to future payments.

If we receive acceptable proof that (i) a payee entitled to receive any payment under the terms of this Contract is physically or mentally incompetent to receive such payment or a minor, (ii) another person or an institution is then maintaining or has custody of such payee, and (iii) no guardian, committee, or other representative of the estate of such payee has been appointed, we may make the payments to such other person or institution. In the case of a minor, the payments will not exceed \$200, or such other amount as may be shown in the Data Pages. We will have no further liability with respect to the payments so made.

If the amount to be applied hereunder is less than the minimum amount stated in the Data Pages, we may pay the amount to the payee in a single sum instead of applying it under the annuity form elected.

SECTION 7.07 CHANGES

We have the right, upon advance notice to you, to change at any time after the fifth anniversary of the Contract Date and at intervals of not less than five years, the actuarial basis used in the Tables of Guaranteed Annuity Payments for new Contributions. The effective date that applies to each set of purchase rates will be indicated. However, no such change will apply to (a) any Annuity Benefit provided before the change or (b) Contributions made before such change which are applied to provide an Annuity Benefit.

PART VIII – CHARGES

SECTION 8.01 ADMINISTRATIVE AND OTHER CHARGES DEDUCTED FROM ANNUITY ACCOUNT VALUE

As of each Processing Date, we will deduct Administrative Charges or other Charges related to the administration and/or distribution of this Contract from the Annuity Account Value. Such Charges are shown in the Data Pages.

If specified in the Data Pages, the Charges will be deducted in full or prorated for the Contract Year, or portion thereof, in which the Contract Date occurs or in which the Annuity Account Value is withdrawn or applied to provide an Annuity Benefit or Death Benefit. If so, the Charges will be deducted when withdrawn or so applied.

The amount of any such Charge will in no event exceed any maximum amount shown in the Data Pages, subject to any maximum amount permitted under any applicable law.

We have the right to change the amount of the Charges with respect to future Contributions. We will give you advance notice of any such change.

SECTION 8.02 TRANSFER CHARGES

We have the right to impose a charge with respect to any transfer among Investment Options after the number of free transfers shown in the Data Pages. The amount of such charge will be set forth in a notice from us to you and will in no event exceed any maximum amount stated in the Data Pages.

SECTION 8.03 INVESTMENT FUND REDEMPTION FEE

We reserve the right to charge your Annuity Account Value for any redemption fee or other transfer charge imposed by an Investment Fund. Such amounts will be withdrawn from your Annuity Account Value as described in Section 5.01.

SECTION 8.04 CONTRACT FEE

The assets of the Variable Investment Options of the Separate Account will be subject to a daily asset charge. The Contract Fee is a daily separate account charge, and is for, operations, administration and distribution expenses and mortality and expense risk that we assume. The fee will be made pursuant to item (c) of “Net Investment Factor” as defined in Section 2.03. Such fee will be applied after any deductions to provide for taxes. It will be at a rate not to exceed the maximum annual rate stated in the Data Pages. We have the right to charge less on a current basis; the actual fee to apply, for at least the first Contract Year, is also stated in the Data Pages.

We may charge a Variable Investment Option Facilitation Charge in order to make certain funds available as Variable Investment Options under this Contract. This charge, if applicable, is assessed daily based on the net asset value of the Variable Investment Options that we specify.

The Variable Investment Option Facilitation Charge is equivalent to an annual rate of as shown in the Data Pages.

SECTION 8.05 CHARGE FOR TAXES

We reserve the right to deduct from the amount applied to provide an Annuity Benefit a charge that we determine which is designed to approximate certain taxes that may be imposed on us, including but not limited to premium taxes which may apply in your state. If the tax to which this charge relates is imposed on us at a time other than when amounts are applied to an Annuity Benefit or if required by your state, we reserve the right to deduct this charge for taxes from Contributions. The balance will be used to purchase the Annuity Benefit on the basis of either (i) the Tables of Guaranteed Annuity Payments or (ii) our then current annuity rates, whichever rates would provide a larger benefit with respect to the payee.

SECTION 8.06 CHANGES

In addition to our right to reduce or waive charges as described in this Part VIII, we have the right, upon advance notice to you, to increase the amount of any charge stated in the Data Pages, subject to (a) any maximum amount provided in this Part VIII or the Data Pages and (b) with respect to Administrative or Other Charges deducted from the Annuity Account Value, the application of any increase only to Contributions made after the date of the change.

PART IX - GENERAL PROVISIONS

SECTION 9.01 CONTRACT

This Contract is the entire Contract as defined in Part I between the parties. It will govern with respect to our rights and obligations.

This Contract may not be changed, nor may any of our rights or rules be waived, except in writing and by our authorized officer.

SECTION 9.02 STATUTORY COMPLIANCE

We have the right to change this Contract without the consent of any other person in order to comply with any laws and regulations that apply. Such right will include, but not be limited to, the right to conform this Contract to reflect requirements of the Code and Treasury regulations or published rulings of the Internal Revenue Service, the Employee Retirement Income Security Act of 1974 and regulations thereunder, and federal securities laws.

Any paid-up annuity, cash surrender value or death benefits available under this Contract are not less than the minimum benefits required by any state law that applies.

SECTION 9.03 DEFERMENT

The use of proceeds to provide a payment of a Death Benefit and payment of any portion of the Annuity Account Value (less any Withdrawal Charge that applies) will be made within seven days after the Transaction Date of the request. Payments or proceeds from the Variable Investment Options can be deferred for any period during which (1) the New York Stock Exchange is closed or trading is restricted, (2) sales of securities or determination of the fair value of a Variable Investment Option's assets is not reasonably practicable because of an emergency, or (3) when the Securities and Exchange Commission has determined that a state of emergency exists that may make determination and payment impractical. We can defer payment or transfer of any portion of the Annuity Account Value in the Guaranteed Interest Option for up to six months while you are living, subject to any required written approval from the Insurance Supervisory Official in your jurisdiction. We will provide you with the specific date on which the transfer will be effective, the reason for the delay, and the value of the transfer as of the date we receive your request.

SECTION 9.04 REPORTS AND NOTICES

At least once each year until the Maturity Date, we will send you a report showing on the start and end dates for the current period for:

- (a) the amount of Contributions, withdrawals, charges and cost of any Riders to the Annuity Account Value;
- (b) the dollar amount in the Guaranteed Interest Option, including any interest credits;

- (c) the total number of Accumulation Units in each Separate Account or Variable Investment Option;
- (d) the Accumulation Unit Values;
- (e) the dollar amount in each Separate Account or Variable Investment Option;
- (f) the Cash Value; and
- (g) the amount of the Death Benefit.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records. The information provided will be as of a date not more than four months prior to the date of mailing. We will make copies of the reports available to you upon request at no additional cost.

Notices sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

SECTION 9.05 CHANGE IN OWNER

Any changes in Owner designation, unless otherwise specified by the Owner, shall take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of this notice.

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

You may assign this Contract before the Maturity Date but we will not be bound by an assignment unless we have received it in writing at our Processing Office. The assignment shall take effect on the date the notice of assignment is signed subject to any payments made or actions taken by us prior to receipt of this notice. Your rights and those of any other person referred to in this Contract will be subject to the assignment. We assume no responsibility for the validity of an assignment or for any rights or obligations between you and the Assignee.

SECTION 9.07 PAYMENTS

All amounts payable by you must be paid by check drawn on a bank that is subject to regulation by the United States or an agency or instrumentality thereof or a State, and payable to us (in United States dollars) or by any other method acceptable to us.

We will pay all amounts hereunder by check (drawn on a United States bank in United States dollars) or, if so agreed by you and us, by wire transfer.

Any requirement for distribution or withdrawal of interest in the Contract shall be fully discharged by payment of the Death Benefit, Annuity Account Value or Cash Value, whichever is applicable, to the Owner or the Beneficiary, as the case may be and mailed to the address as ICC10BASE1-A

shown in our records by United States mail unless we agree to transmit the funds to another person or in another form in accordance with the terms and conditions of the Contract.

SECTION 9.08 HOW TO COMMUNICATE WITH US

All transaction requests and other notices to us must be in writing in a form satisfactory to us, and delivered by U.S. mail to our Processing Office, except to the extent we agree, by advance written notification to you, to receive such requests or notices in another manner. We may choose to change a previously accepted manner of communication at our discretion. Transaction requests or other communications sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

SECTION 9.09 MISSTATEMENT OF AGE

If the age of any person upon whose life or age a benefit provided under an optional Benefit Rider, depends ("Covered Person") has been misstated, any such benefits will be that which would have been purchased on the basis of the correct age. If the Covered Person would not have been eligible for that Rider at the correct age, (i) the Rider will be rescinded; (ii) any charges that were deducted for the benefit will be refunded and applied to the Annuity Account Value of the Contract, and (iii) only the Death Benefit provided under Section 6.02 will apply.

SECTION 9.10 INCONTESTABILITY

This Contract will be incontestable from its date of issue.

TABLE OF GUARANTEED ANNUITY PAYMENTS

**Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.**

Monthly Income			Monthly Income		
<u>Ages</u>	<u>Male</u>	<u>Female</u>	<u>Ages</u>	<u>Male</u>	<u>Female</u>
60	2.97	2.74	78	4.39	3.99
61	3.03	2.78	79	4.50	4.10
62	3.08	2.83	80	4.62	4.20
63	3.14	2.88	81	4.78	4.34
64	3.21	2.94	82	4.95	4.48
65	3.27	2.99	83	5.13	4.64
66	3.34	3.05	84	5.33	4.80
67	3.41	3.11	85	5.53	4.97
68	3.48	3.17	86	5.74	5.16
69	3.56	3.24	87	5.97	5.35
70	3.64	3.31	88	6.20	5.54
71	3.72	3.38	89	6.43	5.75
72	3.81	3.46	90	6.67	5.96
73	3.90	3.54	91	6.91	6.17
74	3.99	3.62	92	7.17.	6.40
75	4.08	3.71	93	7.44	6.64
76	4.18	3.80	94	7.74	6.89
77	4.29	3.89	95	8.05	7.16

* At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy.
See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.5% interest and mortality equal to 61% for males and 57% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 7.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table "a" projected with modified Scale "G" and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]
[Available only under NQ Contracts]
[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]
[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Inherited IRA/Roth IRA Contracts]
Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[If the Owner is the sole spousal beneficiary under the deceased owner's [Roth] IRA then the following designation will appear after the Owner's name:]
["Special Surviving Spouse"]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]
Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts/Certificates]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]
Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsements Attached:

[Market Segment Endorsements]

Endorsement Applicable to Non-Qualified Contracts
Endorsement Applicable to Traditional IRA Contracts
Endorsement Applicable to Roth IRA Contracts
Endorsement Applicable to Custodial [Roth] IRA Contracts
Inherited Traditional IRA Beneficiary Continuation Option ("BCO") Endorsement
Inherited Roth IRA Beneficiary Continuation Option ("BCO") Endorsement
Charitable Remainder Trust Endorsement

[Investment Options Endorsements]

Endorsement Applicable to Special Money Market Dollar Cost Averaging
Endorsement Applicable to Protection Account Investment Options

[Optional Riders Attached:

Guaranteed Income Benefit Rider

Guaranteed Minimum Death Benefit Rider – Greater of Death Benefit

Guaranteed Minimum Death Benefit Rider –Highest Anniversary Value

Guaranteed Minimum Death Benefit Rider – Return of Principal]

Issue Date: [January 1, 2011]

Contract Date: [January 1, 2011]

[Maturity Date : [January 1, 2046]

The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 7.02 of the Contract) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract/Certificate except as described in Section 7.02. If there is a successor Annuitant named under the Contract/Certificate, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth. *[For NQ Contracts with Joint Annuitants]* [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]]

[Applicable to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contracts]

[BCO Distribution Commencement Date: [xx/xx/xx]]

[If GIB is elected the following will appear]

[Initial [Annual] Rollup Rate:

Your initial Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.]

Your Initial Deferral Bonus Rollup Rate [7.00%] [This rate is greater than the rate derived from the formula shown below.]

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [7%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your first [Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[5] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [9%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

PART B -- This part describes certain provisions of your Contract.

[Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2011;
Annual Guaranteed Interest Rate	1.5% through December 31, 2011]
Lifetime Minimum Guaranteed Interest Rate	[1.5%]]

Initial Contribution Received: [\$100,000.00]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

- [Account for Special Money Market Dollar Cost Averaging*]
*Your Contract Fee for this Account will never exceed the charge for the Performance Account Investment Options shown in Part C.

Performance Account Investment Options

	<u>Amount Allocated</u>
[EQ/AllianceBernstein Small Cap Growth*	
	[\$50,000]
EQ/Blackrock International Value	
EQ/International Core PLUS	
EQ/International Growth	
EQ/Mid Cap Index	
EQ/Mid Cap Value PLUS**	
EQ/Oppenheimer Global	
EQ/Small Company Index	
Multimanager International Equity	
Multimanager Mid Cap Growth	
Multimanager Mid Cap Value	
Multimanager Small Cap Growth	
Multimanager Small Cap Value	
EQ/Money Market]	
	[\$0.00]

An asterisk (either *, **, or ***), identifies Variable Investment Options to which certain charges under Part C apply.

[Guaranteed Interest Option ("GIO")] [\$50,000]

[No more than [25%] of the total Annuity Account Value of the Performance Account Investment Options [and the Protection Account Investment Options] may be allocated to the GIO]

Total (Amount Allocated to Performance Account Investment Options): [\$100,000.00]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49]]

Protection Account Investment Options: [Amounts are allocated in compliance with the Allocation Limits described in the Endorsement Applicable to Protection Account Investment Options.]

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[Category 1 AXA Strategic Allocation Investment Options]

	<u>Amount Allocated</u>
[AXA Balanced Strategy***	[\$20,000]
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
AXA Moderate Growth Strategy]	

[Category 2 Fixed Income Variable Investment Options Investment Options]

	<u>Amount Allocated</u>
[EQ/Core Bond Index*	[\$80,000]
EQ/Intermediate Gov't Bond Index]	

[Category 3 Equity Variable Investment Options]

	<u>Amount Allocated</u>
[ATM 400	
ATM 500	
ATM 2000	
ATM EIFA	
AXA Growth Strategy]	

An asterisk (either *, **, or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Total (Amount Allocated to Protection Account Investment Options): **[\$100,000.00]**

**Total Amount Allocated to Account for Special [Money Market] Dollar
Cost Averaging and Performance Account and Protection Account
Investment Options :** **[\$200,000.00]**

Your allocation of Account Value will be rebalanced [quarterly] in accordance with an applicable Rider or Endorsement.

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49].

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Initial Contribution minimum: [\$10,000] Subsequent Contribution minimum: [\$500] [Subsequent Contributions to the Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age [86] or if later, the first Contract Date Anniversary.] ***[If GIB or an optional GMDB is elected the following will appear]*** [Subsequent Contributions to the Protection Account Investment Options can be made until the older of the original Annuitant and Owner attain age [75] or if later, the [first] Contract Date Anniversary.]

[If GIB or an optional GMDB is elected the following will appear]

[Subsequent Contributions to the Protection Account Investment Options are not permitted after the date the first Withdrawal is taken from the Protection Account Annuity Account Value.

No additional Contributions or transfers may be made to the Protection Account Investment Options on or after the Benefit Transaction Date (see Part II. E. of the GIB Rider). Transfers and Contributions to Protection Account Investment Options may not exceed a total of [\$1,500,000]. No Contributions may be made to any supplementary contract.

We may discontinue Contributions and/or transfers to the Protection Account Investment Options upon advance written notice to you. If we discontinue Contributions and transfers to the Protection Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Performance Account Investment Option corresponding to the Protection Account Investment Options that were specified in your allocation instructions. If we are not offering such Performance Account Investment Option as of the discontinuance date, we may substitute a Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy.] [If a specific Protection Account Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection Account Investment Option to the [AXA Balanced Strategy] Investment Option.]

[We may refuse to accept any Contribution if the sum of all Contributions under all ["Retirement Cornerstone"] Contract with the same Annuitant or Owner would then total more than [\$1,500,000]. [If we accept any such Contribution under this Contract, your Investment Options may be limited to the Performance Account Investment Options.] ***[For issue ages 81-85, the following sentence will replace the first sentence of this paragraph]*** [We may refuse to accept any Contribution if the sum of all Contributions under your Contract/Certificate would then total more than \$500,000.]

[If the Guaranteed Income Benefit Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Protection Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the "initial allocation year") to [150%] of the total amount of the Contributions and transfers to the Protection Account Investment Options during such initial allocation year.]

[For all Contracts] We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [\$2,500,000.]

Transfer Rules (see Section 4.02 of the Contract):

Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that

may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple contract/certificate owners unless pursuant to a trading authorization agreement that we have accepted,
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following will appear if GIB or an optional GMDB has been elected.] [Transfers of amounts from your Performance Account Investment Options to the Protection Account Investment Options are permitted until the Owner attains age [75] or if later, the first Contract Date Anniversary. Transfers of amounts from your Performance Account Investment Options to the Protection Account Investment Options are not permitted after the date a Contribution is made to the Performance Account Investment Options subsequent to the date the first Withdrawal is taken from the Protection Account Annuity Account Value. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date. Transfers and Contributions to the Protection Account Investment Options may not exceed a total of \$[1,500,000]].

[If the Guaranteed Income Benefit Rider or an optional GMDB Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Protection Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the "initial allocation year") to [150%] of the total amount of the Contributions and transfers to the Protection Account Investment Options during such initial allocation year.]

[The following will appear if GIB or an optional GMDB has been elected.] [Contributions to the Account for Special Money Market Dollar Cost Averaging scheduled to be transferred into the Protection Account Investment Options over the duration of the program will increase your [GIB Benefit Base] [or any GMDB Benefit Base] as of the effective date you contribute to a Special Money Market Dollar Cost Averaging Program.]

Transfers of amounts from the Protection Account Investment Options to the Performance Account Investment Options are not permitted, except as described in the Termination Provision of the GIB Rider (Section VI), that you have elected.

We may discontinue accepting transfer requests to the Protection Account Investment Options at any time with advance written notice to you.

No additional transfers may be made to the Protection Account Investment Options or the supplementary contract on or after the Benefit Transaction Date.

If we discontinue transfers to the Protection Account Investment Options, any subsequent automated transfer will be allocated to the Performance Account Investment Option corresponding to the Protection Account Investment Options in your allocation instructions. If we are not offering such Performance Account Investment Option as of the discontinuance date, we may substitute a Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy.] [If a specific Protection Account Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection Account Investment Option to the [AXA Balanced Strategy] Investment Option.]

[This text will apply when the Endorsement Applicable to Protection Account Investment Options is issued with this Contract.] [Any transfer rules described in the Endorsement Applicable to Protection Account Investment Options issued with this Contract will apply.]

Withdrawals (see Section 5.01 of the Contract): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300].

Lump sum Withdrawals will be taken in accordance with your election of (a), (b), (c) or (d) as set forth below:

- a) Withdrawals will be taken on a pro-rata basis from the Protection Account Investment Options only,
- b) Withdrawals will be taken on a pro-rata basis from designated Performance Account Investment Options,
- c) Withdrawals will be taken in specified amounts, from both the Protection Account Investment Options (on a pro-rata basis from such Options) and any designated Performance Account Investment Options, or
- d) Withdrawals will be taken in accordance with the following order i) from the Performance Account Investment Options on a pro-rata basis, then ii) from the Special Money Market Dollar Cost Averaging Account, then iii) from the Protection Account Investment Options on a pro-rata basis.

Required Minimum Distributions and Withdrawal requests with no instructions will be taken in accordance with item d) above. We must receive your election before processing your Withdrawal request.

[The following language is applicable to Traditional IRA Contracts]

Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to [Market Segment].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract/Certificate). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract/Certificate will be terminated.

This Contract/Certificate (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

[The following text will appear if the Contract Owner elects GIB]

The preceding three paragraphs do not apply while you have Protection Account Annuity Account Value under your GIB Rider.

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

[Annuity Benefit Forms - (Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

[Life Annuity 10 Year Period Certain] [For annuity commencement date ages 80 and greater the "period certain" is as follows]

<u>Annuity Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

[Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.]

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract):
[\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.01 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

[The above charge will be deducted from the Annuity Account Value in the Performance Account Investment Options on a pro rata basis.]

[If Protection Account Investment Options are elected, the following will replace the above sentence.]
 [The above charge will be deducted from the Annuity Account Value in the Performance Account Investment Options on a pro rata basis. If there is insufficient value or no value in the Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Money Market Dollar Cost Averaging, if applicable, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the Protection Account Investment Options.]

Transfer Charges (see Section 8.02 of the Contract):

Currently, the number of free transfers is unlimited, subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$35 for each transaction.]

Contract Fee (see Section 8.04 of the Contract):

Annual Rate of [0.65%]

The Contract Fee includes the following charges:

[Operations Fee:	Annual rate of 0.35%
Administration Fee:	Annual rate of 0.20%
Distribution Fee:	Annual rate of 0.10%
Variable Investment Option Facilitation Charge:	Annual rate up to [0.45]%]

The Variable Investment Option ("VIO") Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with
 a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
 a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
 a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

AXA EQUITABLE LIFE INSURANCE COMPANY

GUARANTEED INCOME BENEFIT RIDER

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Income Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Income Benefit (GIB) with this flexible premium deferred fixed and variable Annuity Contract as described below. The GIB is derived from a benefit base as described in Section II of this Rider. You must allocate amounts to the Protection Account Investment Options to create a GIB Benefit Base and in order to receive benefits under this Rider. The GIB Benefit Base is used solely to calculate the GIB described in this Rider, and its charge, and does not provide a Cash Value or any minimum account value or any death benefit and cannot be withdrawn. Withdrawals from your Protection Account Value will cause an adjustment to your GIB Benefit Base as described in Section II. D. of this Rider.

Your lifetime "GIB Annual Payment Amount," as described in Section II. E. under this Rider begins at the earliest of 1) the Contract Date Anniversary following the date your Protection Account Value falls to zero, except as a result of an Excess Withdrawal, or 2) the Contract Date Anniversary following your [95th] birthday, or 3) the Contract Maturity Date. Prior to the commencement of lifetime annual GIB Payments, after your [first] Contract Date Anniversary, withdrawals each Contract Year from the Protection Account Value that do not exceed your "GIB Annual Withdrawal Amount" as described in Section II. E., will not reduce your beginning of Contract Year GIB Benefit Base. Protection Account Value, GIB Annual Withdrawal Amount, Benefit Base, and the Effect of Withdrawals on your GIB Benefit Base are described in Section II of this Rider.

The purpose of the GIB provided under this Rider is to provide security through a stream of periodic payments to you. Your GIB Rider will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Owner meets the qualifications specified in the Termination Provision of this Rider (Section IV).

[The terms and conditions of a spouse's right to continue this Contract upon the death of the Owner of this Contract ("Spousal Continuation") are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

II. Operation of the Guaranteed Income Benefit

A. Annuity Account Value

"Annuity Account Value" as defined in Section 1.02 of your Contract means the sum of (i) your "Protection Account Value" and (ii) your "Performance Account Value."

“Protection Account Value” means the sum of the amounts held for you in the Protection Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging designated for transfers to the Protection Account Investment Options. While Contributions and transfers to your Protection Account Value create or increase your GIB Benefit Base as described in this Rider, your Protection Account Value itself is not a guaranteed value. Your Protection Account Value is subject to Investment Fund performance as described in Sections 1.13 and 2.03 of your Contract.

“Performance Account Value” means the sum of amounts held for you in the Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging designated for transfers to the Performance Account Investment Options.

The initial Protection Account Investment Options and Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to Investment Options apply to the Protection Account Investment Options and Performance Account Investment Options. [Additional terms and conditions applicable to your Protection Account Investment Options are described in the “Endorsement Applicable to Protection Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging.”]

B. GIB Annual Withdrawal Amount

The “GIB Annual Withdrawal Amount” for each Contract Year is equal to (i) the GIB Benefit Base at the beginning of the Contract Year [minus any Contributions or transfers to the Protection Account Investment Options during the [four] prior Contract Years,] multiplied by (ii) the Annual Rollup Rate in effect for the first day of the Contract Year. There is no GIB Annual Withdrawal Amount before the [first] Contract Date Anniversary, or if later, in the Contract Year that the Protection Account is first created. “GIB Benefit Base” and “Annual Rollup Rate” are defined below.

C. Automatic Payment Plan

“Automatic Payment Plan” means a plan for periodic withdrawals up to the GIB Annual Withdrawal Amount each Contract Year beginning at any time after the [fifth] Contract Date Anniversary.

D. GIB Benefit Base

Your GIB Benefit Base is used to determine your GIB Annual Withdrawal Amount and any GIB Annual Payment Amount that may become payable if your Protection Account Value falls to zero as described below. Your GIB Benefit Base is also used to determine the cost of this Rider as described in Section V. Your GIB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract (“Contributions and Allocations”) to a Protection Account Investment Option or making a transfer, as described in Part IV of your Contract (“Transfers Among Investment Options”), from a Performance Account Investment Option to a Protection Account Investment Option. While this Rider is in effect, once amounts

are allocated or transferred to the Protection Account Investment Options, they may be transferred only among Protection Account Investment Options. Additional transfer rules are described in the Data Pages.

Your initial GIB Benefit Base is equal to your initial Contribution or transfer, whichever comes first, to the Protection Account Investment Options. Thereafter, your GIB Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Protection Account Investment Options, and your Benefit Base is adjusted for withdrawals as described below. The way we calculate your GIB Benefit Base is more fully described below.

Your Performance Account Value is not used for purposes of determining your GIB Benefit Base, including any Automatic Reset thereof, or your GIB Annual Withdrawal Amount defined below. If we discontinue transfers and Contributions to the Protection Account Investment Options, you will not, thereafter, be able to create or add to the GIB Benefit Base.

Annual Rollup Rate

Annual Rollup Rate” is used to calculate your GIB Annual Withdrawal Amount and means the effective [annual] rate resulting from the Ten Year Treasuries Rollup Formula Rate specified in the Data Pages. Your initial Annual Rollup Rate is shown in the Data Pages and is reset [each Contract Date Anniversary] as described in the Data Pages. The rollup ends on the Contract Date Anniversary following your [95th] birthday. The Annual Rollup Rate is used to calculate (i) your GIB Annual Withdrawal Amount and (ii) unless the Deferral Bonus Rate described below applies, your GIB Annual Rollup Amount.

Deferral Bonus Rollup Rate

A Deferral Bonus Rollup Rate resulting from the Deferral Bonus Ten Year Treasuries FormulaRate specified in the Data Pages is used to calculate amounts credited to your GIB Benefit Base and applies to your GIB Benefit Base until a withdrawal is made from your Protection Account Value. While the Deferral Bonus Rollup Rate applies, it is reset each Contract Year. Once a withdrawal is made from your Protection Account Value, the the Deferral Bonus Rollup Rate no longer applies in the Contract Year that the withdrawal is made and all subsequent Contract Years. A Deferral Bonus Rollup Rate has no effect on your GIB Annual Withdrawal Amount.

Annual Rollup Amount

The “Annual Rollup Amount” for purposes of adjusting the GIB Benefit Base on a Contract Date Anniversary is equal to the GIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year plus a prorated Annual Rollup Amount for any Contributions or transfers to the Protection Account Investment Options during the Contract Year. The prorated Annual Rollup Amount is equal to the full Annual Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied

by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year.

Deferral Bonus Rollup Amount

The “Deferral Bonus Rollup Amount” for purposes of adjusting the GIB Benefit Base on a Contract Date Anniversary is equal to the GIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Bonus Rollup Rate in effect for the first day of the Contract Year plus a prorated Deferral Bonus Rollup Amount for any Contributions or transfers to the Protection Account Investment Options during the Contract Year. The prorated Deferral Bonus Rollup Amount is equal to the full Deferral Bonus Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Deferral Bonus Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year. Once a withdrawal is made under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your GIB Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years.

Annual Adjustment of the GIB Benefit Base with the Annual Rollup Amount

Your GIB Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GIB Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the Protection Account Investment Options during the Contract Year, minus
- (iii) any adjustments during the Contract Year for Excess Withdrawals (defined below) from the Protection Account Value during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus
- (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amounts withdrawals from the Protection Account Value] during the Contract Year, plus
- (v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the GIB Annual Withdrawal Amount.

Annual Adjustment of the GIB Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract from the Protection Account, instead of the adjustment described above, your GIB Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GIB Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the Protection Account Investment Options during the Contract Year, plus
- (iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made from the Protection Account under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your GIB Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GIB Benefit Base will be done according to the provision above entitled "Annual Adjustment of the GIB Benefit Base with the Annual Rollup Amount."

Adjustment of the Benefit Base for Withdrawals; Excess Withdrawals

Except as provided in the next two paragraphs, a withdrawal from the Protection Account Value reduces the GIB Benefit Base on a pro rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your GIB Annual Withdrawal Amount by your Annuity Account Value in the Protection Account Annuity Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

Beginning [in the second Contract Year], withdrawals from the Protection Account Value during a Contract Year do not reduce the GIB Benefit Base to the extent that the total of such withdrawals does not exceed the GIB Annual Withdrawal Amount for that Contract Year. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the GIB Benefit Base on the Contract Date Anniversary on a dollar for dollar basis, as described above.

In any Contract Year, a required minimum distribution withdrawal that is taken through our Automatic RMD Withdrawal Service ("RMD Withdrawal") from the Protection Account Value in excess of the GIB Annual Withdrawal Amount that is needed to meet a Required Minimum Distribution as described in "*Lifetime Required Minimum Distributions*" in Section III of this Rider reduces the GIB Benefit Base dollar for dollar.

"Excess Withdrawal" means the amount of any withdrawal or portion of any withdrawal taken from the Protection Account Value in a Contract Year that together with all other withdrawals exceeds the GIB Annual Withdrawal Amount for that Contract Year. All withdrawals [made prior to the second Contract Year] are "Excess Withdrawals." [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in Section III.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* "Future benefits" means Annual Withdrawal Amount withdrawals and Lifetime GIB Payments. You may contact your financial professional or the Processing

Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

Automatic Reset of the GIB Benefit Base

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your GIB Benefit Base will reset automatically to equal the Protection Account Value on that Contract Date Anniversary, if the Protection Account Value is greater than the GIB Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset GIB Benefit Base. Resets do not occur after the Contract Date Anniversary following your [95th] birthday, or your Maturity Date, if earlier. [Upon reset, your GIB Benefit Base is capped at [200%] of total Contributions.]

We may increase the charge for this Rider up to the maximum charge provided in Section V of this Rider. We will apply the higher charge only if your Benefit Base increases due to a reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase within the maximum provided in Section V. We will notify you of the increase in charge at least [45] days prior to the effective date of the increase. You will be provided the opportunity to opt-out of that reset and any future resets. Opting out of a reset will not change the date for future automatic resets if you choose to opt back in. If you opt out of resets, you may opt back in any time [30 days] after the Contract Date Anniversary on which you opted out. You will have until [30 days] before the date the next reset is scheduled to occur to opt back in to automatic resets. Upon a reset following such opt-in, the charge for this rider will increase to the charge we have in effect at that time. Your request to opt out or opt in must be in writing in a form we accept and received by us within the above time limits. [Any request to opt out or opt in will be applicable to this Rider and your "Greater of" Death Benefit Rider.]

E. Effect of your Protection Account Value Falling to Zero (Lifetime GIB Payments and the Benefit Transaction Date)

The "Benefit Transaction Date" is the transaction date on which either of the following happens while you are living and this Rider is in effect: (i) you make a withdrawal for an amount that is equal to or exceeds the Protection Account Value, but is not an Excess Withdrawal, or (ii) the Protection Account Value falls to zero due to a) the deduction of a Contract charge, or b) performance of the underlying Investment Fund(s). Except as provided under the Maximum Payment Plan, below, on the Benefit Transaction Date, we will pay you any remaining GIB Annual Withdrawal Amount for that Contract Year. Payment of the Lifetime GIB Amount will commence in the next Contract Year.

The "Lifetime GIB Payment Amount" is based upon your GIB Benefit Base on the Benefit Transaction Date. We determine the GIB Benefit Base on the Benefit Transaction Date as though the Benefit Transaction Date is the Contract Date Anniversary. The Lifetime GIB Payment Amount is equal to the Benefit Base multiplied by the applicable GIB Payment Factor shown in the Table below. Payments will be made on a single life basis unless you elect payments on a joint life basis, with your spouse as the joint life payee. Joint life payments are

based on the younger spouse's age. You must notify us of this election within [30 days] following the Benefit Transaction Date.

GIB Payment Table

Age on Benefit Transaction Date	GIB Payment Factor Applied to GIB Benefit Base	
	Single Life	Joint Life
Up to Age [85	[4%	3.25%
Ages 86 – 94	5%	4.00
Age 95]	6%	4.50]

While you have Performance Account Value remaining, you will receive GIB payments under this Rider.

If on the Benefit Transaction Date or thereafter, you have no Performance Account Value, your Contract will be cancelled and a supplementary life annuity contract providing annual lifetime payments equal to your GIB Payment Amount will be issued to you. If you have Performance Account Value remaining under your Contract on your Maturity Date, and you have been receiving GIB Payments under this Rider, your Contract will be cancelled and a supplementary contract will be issued to you.

If, on the Benefit Transaction Date, you were taking payments through an Automatic Payment Plan, the frequency of payments after the Benefit Transaction Date is as described in Section III of this Rider.

Beginning in the Contract Year following the Benefit Transaction Date you will begin to receive the Lifetime GIB Payment Amount.

When a supplementary life annuity contract is issued pursuant to this Rider on a Single Life basis you will be the Owner and Annuitant when a supplementary life annuity contract is issued on a Single Life basis. If you elected a Joint Life Contract, we will issue the supplementary contract with you as the Owner and Annuitant and your spouse as the Joint Annuitant.

III. Withdrawals under Automatic Payment Plans

Withdrawals under an Automatic Payment Plan may [not] start [sooner than five years] after your Contract Date.

You may elect to receive automatic payments based on any of the following frequencies: [monthly, quarterly or annually]. The frequency you elect determines the amount of the GIB Annual Withdrawal Amount you receive on each scheduled payment date. Amounts are withdrawn from the Protection Account Investment Options on a pro-rata basis.

You may elect one of the following Automatic Payment Plans to receive your GIB Annual Withdrawal Amount. If you take a lump sum withdrawal once you have elected an Automatic Payment Plan, the Plan will

terminate for that and subsequent Contract Years. You may re-elect an Automatic Payment Plan in the following Contract Year.

Maximum Payment Plan: The Maximum Payment Plan withdraws the full GIB Annual Withdrawal Amount each Contract Year. Payments are based on the frequency you elect under this plan. Each scheduled payment is equal to the remaining GIB Annual Withdrawal Amount divided by the number of scheduled payments remaining per Contract Year. Any payments that are to be made in the same Contract Year that the Protection Account Value falls to zero as described in this Rider, will continue on the same frequency. After the Contract Date Anniversary following the Benefit Transaction Date, the GIB Annual Payment Amount described in Section II will continue in the same frequency.

Customized Payment Plan: The Customized Payment Plan options withdraw from your Protection Account Value a percentage or a fixed dollar amount of your beginning of Contract Year GIB Benefit Base, not to exceed your Annual Withdrawal Amount. Payments are based on the amount and frequency of the payment you elect under this plan. If a withdrawal is taken from your Protection Account Value in the same Contract Year prior to enrollment in the Customized Payment Plan, this withdrawal will not be factored into determining your GIB Annual Withdrawal Amount for purposes of the Customized Payment Plan and may cause an Excess Withdrawal. If payments are to be made after your Protection Account Value falls to zero, while you are taking payments under the Customized Payment Plan, then the remaining balance of the GIB Annual Withdrawal Amount for the Contract Year in which your Protection Account Value fell to zero will be paid in a lump sum on the Benefit Transaction Date. Payments equal to your GIB Annual Payment Amount will commence in the same frequency as in effect on the Benefit Transaction Date beginning on the next Contract Date Anniversary.

Lifetime Required Minimum Distributions

[When the lifetime Required Minimum Distribution (“RMD”) Rules apply to your Contract, and you elect our Automatic RMD Withdrawal Service, any lifetime RMD payment we make to you under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal.] When you elect our Automatic RMD Withdrawal Service, amounts from both your Protection Account Value and Performance Account Value are used to determine your lifetime RMD amount each year.

If you elect either of our Automatic Payment Plans (the Maximum Payment Plan or the Customized Payment Plan) and our Automatic RMD Withdrawal Service, and if the GIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, we will withdraw the remainder of the RMD amount from the Performance Account Value, if any. If the sum of the GIB Annual Withdrawal Amount and the Performance Account Value is still insufficient to satisfy the RMD amount, we will make a payment in addition to the GIB Annual Withdrawal Amount from the Account for Special Money Market Dollar Cost Averaging, if necessary to meet the lifetime RMD amount for the calendar year for this Contract. If the sum of the GIB Annual Withdrawal Amount, the Performance Account Value and the Account for Special Money Market Dollar Cost Averaging is still insufficient to satisfy the RMD amount, we will make an additional payment from the Protection Account Value if necessary to meet the lifetime RMD amount for the calendar year for this Contract. The combined Automatic Payment Plan payments and additional RMD Withdrawal needed to meet your lifetime

RMD payment will not be treated as Excess Withdrawals. However, any lump sum withdrawals from the Protection Account Value (other than or in addition to this additional RMD Withdrawal from the Protection Account Value necessary to satisfy the RMD amount) taken in the same Contract Year will be treated as an Excess Withdrawal.

If you elect our Automatic RMD Withdrawal Service and do not elect one of our Automatic Payment Plans, that is, you elect to take your GIB Annual Withdrawal Amount in lump sum withdrawals, if the GIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, we will withdraw the remainder from the Performance Account Value, if any. If the sum of the GIB Annual Withdrawal Amount and Performance Account Value is insufficient to satisfy the RMD amount, we will make an additional amount from your Account for Special Money Market Dollar Cost Averaging, if applicable, if necessary to meet the lifetime RMD amount for the calendar year for this Contract. If the sum of the GIB Annual Withdrawal Amount, the Performance Account Value, and the Account for Special Money Market Dollar Cost Averaging, if applicable, is insufficient to satisfy the RMD amount then we will make an additional withdrawal from your Protection Account Value if necessary to meet the lifetime RMD amount for the calendar year for this Contract. [Any lifetime RMD amount withdrawal you make under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal. However,] any lump sum withdrawals from the Protection Account Value which exceed your Annual Withdrawal Amount (other than in addition to this additional payment from the Protection Account Value necessary to satisfy the RMD amount) taken in the same Contract Year will be treated as an Excess Withdrawal.

[If you do not elect our Automatic RMD Withdrawal Service and] if your GIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, any additional withdrawal taken in the same Contract Year from your Protection Account Value will be treated as an Excess Withdrawal.

IV. GIB at the Maturity Date

[For NQ Contracts only] [If you are older than the Annuitant named under this Contract, your Maturity Date is the Contract Date Anniversary following your attainment of Age [95].]

At the Maturity Date, for amounts under your Contract allocated to your Performance Account Value you may elect (i) to apply such amounts to an Annuity Benefit in any form we are then offering as described in Part VII of the Contract; or (ii) to receive a lump sum distribution of the Performance Account Value. If you do not make an election for your Performance Account Value at the Maturity Date, we will apply such amounts as described in Part VII of the Contract.

Unless a Benefit Transaction Date has occurred, at the Maturity Date, for amounts under your Contract allocated to your Protection Account Value, you may elect to receive GIB Payments resulting from the application of the [6%] GIB Payment Factor shown in the GIB Payment Table to the GIB Benefit Base, as described in Section II. E of this Rider. If you elect payments on a joint life basis, the joint life must be your spouse and the joint life factor will be based on the age of the younger joint life at the Maturity Date, reduced as shown in the GIB Payment Table. You may instead elect to receive your Protection Account Value in a lump sum distribution or in the form of an Annuity Benefit under Part VII of the Contract. If you so elect, then your Contract, including this GIB Rider, will terminate.

If you do not make an election for your Protection Account Value at the Maturity Date, we will apply the Protection Account Value to either (i) or (ii) described below, whichever provides a greater payment:

- (i) the Normal Form of Annuity Benefit as described in Part VII of the Contract, or
- (ii) a supplementary contract under which we make annual payments in the amount resulting from the application of the [6%] GIB Payment Factor shown in the GIB Payment Table to the GIB Benefit Base, as described in Section II. E of this Rider, on a single life basis.

V. The Cost of this Rider

The current charge for this benefit is [0.95%] of the GIB Benefit Base on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.25%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Protection Account Investment Options on a pro rata basis.

On the Benefit Transaction Date described in Section II. E. the charge for this benefit terminates.

VI. Termination Of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the "Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination of an Optional Guaranteed Death Benefit Rider(s)."

Automatic Termination of this Rider:

This Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and 1) the surviving spouse is age [76] or older as of the date of the Owner's death and 2) the Protection Account Investment Options have no value.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire Protection Account Value, or 2) transfer your entire Protection Account Value to the Performance Account Investment Options. Once

you have terminated this Rider amounts may no longer be allocated to the Protection Account Investment Options.

In accordance with clause (iii) in the first paragraph of this section, this Rider will not terminate if either of the following occurs:

1. a Contract is owned by a Non-natural Owner, and the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract is owned by an individual, and the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner, parent, child, adopted child, stepchild, brother and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

Effect of Termination of this Rider on your Death Benefit

The effect of termination of this Rider on your Death Benefit is described in the “Endorsement Applicable to Termination of an Optional Guaranteed Income Benefit and or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).”

Upon the termination of this Rider, the charge for the Benefit, as shown in Section VI of this Rider, ends.

VII. Special Rules Applicable to your Rider when the Owner is other than an Individual

[For Contracts with Joint Owners, lifetime income is guaranteed for the life of the older Joint Owner. A GIB that by its terms accumulates to the Contract Date Anniversary following the Owner’s [95th] birthday will accumulate to the Contract Date Anniversary following the [95th] birthday of the older Joint Owner. Reference to Owner in this Rider would apply to the older Joint Owner for purposes of determining GIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner’s [95th] birthday will be limited to the Contract Date Anniversary following the [95th] birthday of the older Joint Owner.]

Reports and Notices

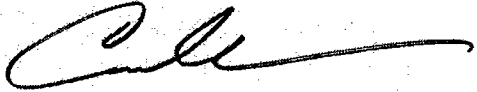
At least once each year until the Maturity Date, we will send you a report showing: the GIB Benefit Base and the related GIB Annual Withdrawal Amount described in Section II. B. of this Rider.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records.

Notices sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

AXA EQUITABLE LIFE INSURANCE COMPANY

[Home Office Address: 1290 Avenue of the Americas, New York, New York 10104]

A handwritten signature in black ink, appearing to read "C. Condrón", with a long horizontal flourish extending to the right.

Christopher M. Condrón
Chairman and Chief Executive Officer

A handwritten signature in black ink, appearing to read "Karen Field Hazin", with a small bracket at the end.

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel

AXA EQUITABLE LIFE INSURANCE COMPANY

“GREATER OF” DEATH BENEFIT RIDER

Greater of Annual Rollup to Age [85] GMDB or Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Death Benefit

*Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below. The GMDB is derived from a Benefit Base as described in Section II of this Rider. You must allocate amounts to the Protection Account Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your Protection Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. B. of this Rider.*

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section V).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] Benefit Base. The Protection Account Value, operation of the Annual Rollup to Age [85] Benefit Base and the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of this Rider and how this Rider may terminate are described below.

Your Death Benefit amount under this Rider is determined by comparing the Protection Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

II. Operation of the Guaranteed Minimum Death Benefit

A. Annuity Account Value

"Annuity Account Value" as defined in Section 1.02 of your Contract means the sum of (i) your Protection Account Value and (ii) your Performance Account Value.

"Protection Account Value" means the sum of the amounts held for you in the Protection Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging designated for transfer to the Protection Account Investment Options. While Contributions and transfers to your Protection Account Value create your GMDB Benefit Base as described in this Rider, your Protection Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

“Performance Account Value” means the sum of amounts held for you in the Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging designated for transfer to the Performance Account Investment Options.

The initial Protection Account Investment Options and Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to Protection Account and Performance Account Investment Options. [Additional terms and conditions applicable to your Protection Account Investment Options are described in the “Endorsement Applicable to Protection Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging.”]

B. GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section IV. Your GMDB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract (“Contributions and Allocations”) to a Protection Account Investment Option or making a transfer, as described in Part IV of your Contract (“Transfers Among Investment Options”) from a Performance Account Investment Option to a Protection Account Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the Protection Account Investment Options, they may be transferred only among Protection Account Investment Options. Additional transfer rules are described in the Data Pages.

Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base (“Rollup Benefit Base”) and the Highest Anniversary Value to Age [85] Benefit Base (“Highest Anniversary Value Benefit Base”). Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and Highest Anniversary Value Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the Protection Account Investment Options. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Protection Account Investment Options, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and Highest Anniversary Value Benefit Base is more fully described below.

Your Performance Account Value is not used for purposes of determining your GMDB Benefit Base, including any Automatic Reset thereof. If we discontinue transfers and Contributions to the Protection Account Investment Options, you will not, thereafter, be able to create or add to the GMDB Benefit Base.

Annual Rollup Rate

“Annual Rollup Rate” means the effective [annual] rate resulting from the Ten Year Treasuries Rollup Formula Rate specified in the Data Pages. Your initial Annual Rollup Rate is shown in the Data Pages and is reset [each Contract Date Anniversary] as described in the Data Pages. The rollup ends on the Contract Date Anniversary following your [85th] birthday.

Deferral Bonus Rollup Rate

A Deferral Bonus Rollup Rate resulting from the Deferral Bonus Ten Year Treasuries Rollup Formula Rate specified in the Data Pages applies to your GMDB Rollup Benefit Base until a withdrawal is made from your Protection Account Value. While the Deferral Bonus Rollup Rate applies, it is reset each Contract Year. Once a withdrawal is made from your Protection Account Value, the Deferral

Bonus Rollup Rate no longer applies in the Contract Year that the withdrawal is made and all subsequent Contract Years. A Deferral Bonus Rollup Rate has no effect on your GIB Annual Withdrawal Amount.

Annual Rollup Amount

The “Annual Rollup Amount” for purposes of adjusting the GMDB Rollup Benefit Base on a Contract Date Anniversary is equal to the GMDB Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year plus a prorated Annual Rollup Amount for any Contributions or transfers to the Protection Account Investment Options during the Contract Year. The prorated Annual Rollup Amount is equal to the full Annual Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year.

Deferral Bonus Rollup Amount

The “Deferral Bonus Rollup Amount” for purposes of adjusting the GMDB Rollup Benefit Base on a Contract Date Anniversary is equal to the GMDB Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Bonus Rollup Rate in effect for the first day of the Contract Year plus a prorated Deferral Bonus Rollup Amount for any Contributions or transfers to the Protection Account Investment Options during the Contract Year. The prorated Deferral Bonus Rollup Amount is equal to the full Deferral Bonus Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Deferral Bonus Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year. Once a withdrawal is made under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years.

Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount

Your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year; plus
- (ii) Contributions and transfers to the Protection Account Investment Options during the Contract Year; minus
- (iii) any adjustments for Excess Withdrawals (defined below) from the Protection Account Value during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus
- (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amount withdrawals from the Protection Account Value] during the Contract Year; plus
- (v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the GIB Annual Withdrawal Amount as described in the GIB Rider.

"Excess Withdrawal" means any withdrawal or portion of a withdrawal taken from the Protection Account Value during a Contract Year that, together with all other amounts withdrawn from the Protection Account Value during that year, causes the total of such withdrawals to exceed the GIB Annual Withdrawal Amount. *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).*

Annual Adjustment of the GMDB Rollup Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract from the Protection Account, instead of the adjustment described above, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the Protection Account Investment Options during the Contract Year, plus
- (iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract from the Protection Account, no Deferral Bonus Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMDB Rollup Benefit Base will be done according to the provision above entitled "Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount."

Automatic Reset of the Rollup Benefit Base

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your Rollup Benefit Base will reset automatically to equal the Protection Account Value on that Contract Date Anniversary, if the Protection Account Value is greater than the Rollup Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset Rollup Benefit Base. Resets do not occur after the Contract Date Anniversary following your [85th] birthday, or your Maturity Date, if earlier.

We may increase the charge for this Rider up to the maximum charge provided in Section IV. of this Rider. We will apply the higher charge only if your Rollup Benefit Base increases due to a reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase within the maximum provided in Section IV. We will notify you of the increase in charge at least [45] days prior to the effective date of the increase. You will be provided the opportunity to opt-out of that reset and any future resets. Opting out of a reset will not change the date for future automatic resets if you choose to opt back in. If you opt out of resets, you may opt back in any time [30 days] after the Contract Date Anniversary on which you opted out. You will have until [30 days] before the date the next reset is scheduled to occur to opt back in to automatic resets. Upon a reset following such opt-in, the charge for this Rider will increase to the charge we have in effect at that time. Your request to opt-out or opt-in must be in writing in a form that we accept and received by us within the above time limits. [Any request to opt-out or opt-in will be applicable to this Rider and your GIB Rider.]

C. Highest Anniversary Value to Age [85] Benefit Base ("Highest Anniversary Value Benefit Base")

For the Highest Anniversary Value Benefit Base, on each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Protection Account Value is greater than the current Highest Anniversary Value Benefit Base, the Highest Anniversary Value Benefit Base is reset to equal the Protection Account Value.

III. Effect of Withdrawals on your GMDB Benefit Bases

The Rollup Benefit Base and the Highest Anniversary Value Benefit Base will each be reduced by withdrawals from the Protection Account Value. The reduction is determined separately for each Benefit Base.

Highest Anniversary Value Benefit Base

[The Highest Anniversary Value Benefit Base will be reduced pro-rata by all withdrawals from your Protection Account Value.

For the Highest Anniversary Value Benefit Base, a pro-rata reduction is determined as follows:

- 1) Divide the amount of your withdrawal by your Protection Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Highest Anniversary Value Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction.] We will make this reduction as of the Transaction Date of each withdrawal.

Rollup Benefit Base

Withdrawals Prior to Age [85]

The Rollup Benefit Base will be reduced as follows. [Prior to completion of your [first] Contract Year, your Rollup Benefit Base will be reduced pro-rata by all withdrawals from your Protection Account Value.]

[Thereafter,] withdrawal of the amount described below will reduce the Annual Rollup Amount that otherwise would be credited to your Rollup Benefit Base on the Contract Date Anniversary but does not reduce the Rollup Benefit Base.

For each Contract Year, you may take one or more withdrawals from your Protection Account Value that total no more than an amount equal to:

- (a) your GIB Benefit Base at the beginning of the Contract Year; [minus
- (b) any Contributions or transfers to the Protection Account Investment Options during the [four] prior Contract Years;] multiplied by
- (c) the GIB Annual Rollup Rate in effect for the first day of the Contract Year.

Withdrawals on and after Age [85]

During the period beginning with the Contract Date Anniversary following your [85th] birthday through the earlier of (i) the Contract Date Anniversary following the date your Protection Account Value falls to zero, and (ii) your Contract Maturity Date, and (iii) the Contract Date Anniversary following your [95th] birthday, for each Contract Year, you may take one or more withdrawals from your Protection Account Value that total no more than an amount as described in the previous paragraph, however, such a withdrawal will reduce the Rollup Benefit Base on a dollar for dollar basis.

The portion of any withdrawal in excess of the amounts described above will reduce the Rollup Benefit Base on a pro-rata basis as of the Transaction Date of the withdrawal.

For the Rollup Benefit Base, a pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal that exceeds the amount described above by your Protection Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Rollup Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will reduce your Rollup Benefit Base by this amount. We will make this reduction as of the Transaction Date of each withdrawal.

[Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code that exceed the GIB Annual Withdrawal Amount for a Contract Year will reduce your Rollup Benefit Base on a dollar for dollar basis ("RMD Withdrawal"). The dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]]

IV. The Cost of This Rider

Guaranteed Minimum Death Benefit: The current charge for this benefit is [0.95%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the Highest Anniversary Value Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.10%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Protection Account Value on a pro-rata basis.

V. Termination Provision of This Rider

Upon the occurrence of any of the following, this Rider and any charge associated herewith will terminate: (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or (viii) your GIB Rider terminates, or (ix) the Protection Account Value under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire Protection Account Value, or 2) transfer your entire Protection Account Value to the Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the Protection Account Investment Options.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.

2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

VI. Effect of the GIB Rider's Termination on This Rider

If the GIB Rider terminates, this Rider will terminate automatically as described in the *Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or Guaranteed Minimum Death Benefit Rider*.

VII. Special Rules Applicable to your Rider when Ownership of the Contract is other than on an Individual Basis

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the Annuitant. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant and any reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

VIII. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condon
President and Chief Executive Officer]

[



Karen Field Hazin
Senior Vice President, Secretary and Associate General
Counsel]

[Rider attached to and forming a part of your Contract issued by AXA EQUITABLE LIFE INSURANCE COMPANY ("AXA EQUITABLE").

AXA EQUITABLE LIFE INSURANCE COMPANY
HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

The following text above the black line will appear only if this rider is elected by the Owner after the Contract Date

[GMDB Rider Data

Contract Number: [09-999-999]

GMDB Rider Effective Date: [September 15, 2015]

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[JANE DOE] Age: [55] Sex: [Female]
[Joint Owner:]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

As of this Rider's Effective Date, the information shown above supersedes the information in the Data Pages of your Contract to the extent of any difference.]

AXA EQUITABLE LIFE INSURANCE COMPANY
HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is [your Contract Date.]

I. This Rider's Guaranteed Minimum Death Benefit

*Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below. The GMDB is derived from a Benefit Base as described in Section II of this Rider. You must allocate amounts to the Protection Account Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your Protection Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. B. of this Rider.*

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section VI.).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] Benefit Base. The Rider describes the operation of the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

Your Death Benefit amount under this Rider is determined by comparing the Protection Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

II. Operation of the Guaranteed Minimum Death Benefit

A. Annuity Account Value

"Annuity Account Value" as defined in Section 1.02 of your Contract means the sum of (i) your Protection Account Value and (ii) your Performance Account Value.

“Protection Account Value” means the sum of the amounts held for you in the Protection Account Investment Options, and if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging to be transferred to the Protection Account Variable Investment Options. While Contributions and transfers to your Protection Account Value create your GMDB as described in this Rider, your Protection Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

“Performance Account Value” means the sum of amounts held for you in the Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging to be transferred to the Performance Account Investment Options.

The initial Protection Account Investment Options and Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to the Protection Account and Performance Account Investment Options. [Additional terms and conditions applicable to your Protection Account Investment Option are described in the “Endorsement Applicable to Protection Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging.”]

B. GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section V. Your GMDB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract (“Contributions and Allocations”) or making a transfer, as described in Part IV of your Contract (“Transfers Among Investment Options”) from a Performance Account Investment Option to a Protection Account Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the Protection Account Investment Option, they may be transferred only among these Options. Additional transfer rules are described in the Data Pages.

Your GMDB Benefit Base is the Highest Anniversary Value to Age [85] Benefit Base (“Highest Anniversary Value Benefit Base”). Your initial Highest Anniversary Value Benefit Base is equal to your initial Contribution or transfer to the Protection Account Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from a Performance Account Investment Option to a Protection Account Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your Highest Anniversary Value Benefit Base is described below.

Your Performance Account Value is not used for purposes of determining your Highest Anniversary Value Benefit Base. If we discontinue transfers and Contributions to the Protection Account Investment Option, you will not, thereafter, be able to create or add to the Highest Anniversary Value Benefit Base.

III. Highest Anniversary Value Benefit Base

On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Protection Account Value is greater than the current Highest Anniversary Value Benefit Base, the Highest Anniversary Value Benefit Base is reset to equal the Protection Account Value.

IV. Effect of Withdrawals on your Highest Anniversary Value Benefit Base

The Highest Anniversary Value Benefit Base will be reduced pro-rata by withdrawals from the Protection Account Value.

A pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal by your Protection Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Highest Anniversary Value Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

V. The Cost of This Rider

The charge for this benefit is [0.25%] of the Highest Anniversary Value Benefit Base. This charge is based on the Highest Anniversary Value Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Protection Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Protection Account Value on a pro-rata basis.

VI. Termination Provision of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the "Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)."

This Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or (v)

termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or (viii) the Protection Account Value under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire Protection Account Value, or 2) transfer your entire Protection Account Value to the Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the Protection Account Investment Options.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

[Effect of Termination or Change of this Rider on your Death Benefit]

[Your Death Benefit is terminated automatically when this Rider is terminated. If you wish to change your Death Benefit, you may do so as described in the "Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)."]

Upon the termination of this Rider, the charge for the Benefit, as shown in Section V. of this Rider, ends.

VII. Special Rules Applicable to your Rider when the Owner is other than an Individual

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

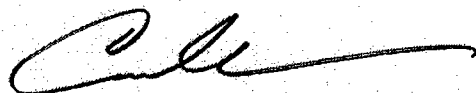
For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the Annuitant. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the Annuitant. If there are Joint Annuitants named under

Contracts with Non-Natural Owners, the GMDB will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant and any optional reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

VIII. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY



Christopher M. Condron
President and Chief Executive Officer]

[



Karen Field Hazin
Senior Vice President, Secretary and Associate General
Counsel]

[Rider attached to and forming a part of your Contract issued by AXA EQUITABLE LIFE INSURANCE COMPANY ("AXA EQUITABLE").

AXA EQUITABLE LIFE INSURANCE COMPANY
RETURN OF PRINCIPAL DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

The following text above the black line will appear only if this rider is elected by the Owner after the Contract Date

[GMDB Rider Data

Contract Number: [09-999-999]

GMDB Rider Effective Date: [September 15, 2015]

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[JANE DOE] Age: [55] Sex: [Female]
[Joint Owner:]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

As of this Rider's Effective Date, the information shown above supersedes the information in the Data Pages of your Contract to the extent of any difference.]

AXA EQUITABLE LIFE INSURANCE COMPANY
RETURN OF PRINCIPAL DEATH BENEFIT RIDER

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is [your Contract Date.]

I. This Rider's Guaranteed Minimum Death Benefit

*Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below. You must allocate amounts to the Protection Account Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your Protection Account Value will cause an adjustment to your GMDB Benefit Base as described below.*

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section III.).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is equal to: 1) your initial Contribution and Subsequent Contributions to the Protection Account Investment Options as described in Part III of your Contract ("Contributions and Allocations"), and 2) amounts transferred, as described in Part IV of your Contract ("Transfers Among Investment Options") from a Performance Account Investment Option to a Protection Account Investment Option, less any deductions that reflect withdrawals. While this Rider is in effect, once amounts are allocated or transferred to the Protection Account Investment Options, they may be transferred only among these Options.

The initial Protection Account Investment Options and Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to Protection Account and Performance Account Investment Options. [Additional terms and conditions applicable to your Protection Account Investment Options are described in the "Endorsement Applicable to Protection

Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging.”]

Your Death Benefit amount under this Rider is determined by comparing the Protection Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

“Protection Account Value” means the sum of the amounts held for you in the Protection Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging to be transferred to the Protection Account Investment Options. While Contributions and transfers to your Protection Account Value create your GMDB as described in this Rider, your Protection Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

“Performance Account Value” means the sum of amounts held for you in the Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging to be transferred to the Performance Account Investment Options.

Your initial GMDB Benefit Base is equal to your initial Contribution or transfer to the Protection Account Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Protection Account Investment Options and will be reduced by withdrawals from the Protection Account Investment Options.

Your Performance Account Value is not used for purposes of determining your GMDB Benefit Base. If we discontinue transfers and Contributions to the Protection Account Investment Options, you will not, thereafter, be able to create or add to the GMDB Benefit Base.

The reduction of your GMDB Benefit Base following a withdrawal is on a pro-rata basis. A pro-rata reduction is determined as follows:

- (1) Divide the amount of the withdrawal by your Protection Account Value in the Protection Account Investment Options immediately preceding the withdrawal;
- (2) Multiply the fraction calculated in (1) by the amount of your GMDB Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

II. The Cost of This Rider

There is no charge for this benefit.

III. Termination Provision of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the “Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).”

This Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner’s death, or (viii) the Protection Account Value under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire Protection Account Value, or 2) transfer your entire Protection Account Value to the Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the Protection Account Investment Options.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. “Family member” means members of the immediate family and other relatives. “Immediate family” means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. “Other relatives” means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

[Effect of Termination of this Rider on your Death Benefit]


The effect of termination of this Rider on your Death Benefit is described in the “Endorsement Applicable to Termination of an Optional Guaranteed Income Benefit and or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).” Your Death Benefit is terminated automatically when this Rider is terminated].

IV. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

A handwritten signature in black ink, appearing to read "C. Condrón", with a long horizontal flourish extending to the right.

Christopher M. Condrón
President and Chief Executive Officer]

[

A handwritten signature in black ink, appearing to read "Karen Field Hazin", written in a cursive style.

Karen Field Hazin
Senior Vice President, Secretary and
Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO THE TERMINATION OF AN OPTIONAL GUARANTEED INCOME BENEFIT AND/OR THE TERMINATION OR CHANGE OF AN OPTIONAL GUARANTEED MINIMUM DEATH BENEFIT RIDER(S)

This Endorsement is part of your Contract, and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

As described in your Guaranteed Income Benefit ("GIB") and/or Guaranteed Minimum Death Benefit ("GMDB") Rider(s), you may elect to terminate or change such Rider(s) after issue of this Contract. The following tables illustrate the options available to you upon such termination or change, as applicable. The terms and conditions for termination or change vary based on whether or not you have allocated amounts to the Protection Account Investment Options prior to terminating your Rider(s). For purposes of this Endorsement we refer to (i) the termination of a Rider before amounts are allocated to the Protection Investment Options as a "Pre-Funding Termination" and (ii) the termination or change of a Rider after amounts are allocated to the Protection Investment Options as a "Post-Funding Termination."

Pre-Funding Termination of the GIB/GMDB

Prior to allocating amounts to the Protection Account Investment Options, you may terminate your GIB or GMDB, or change your GMDB. Your GMDB cannot be terminated or changed without first terminating your GIB. A pre-funding termination of *all* elected optional riders will default your Contract to the Return of Principal GMDB. The table on page 2 of this Endorsement shows the effect of a pre-funding termination or change on your Contract.

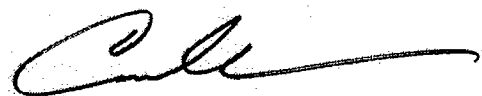
Post-Funding Termination of the GIB/GMDB

If you allocate amounts to the Protection Account Investment Options at issue and you have completed at least [four Contract Years], you may terminate your GIB and GMDB or terminate your GIB and retain your GMDB. If you allocated amounts to your Protection Account Investment Options after issue, you may not terminate or change Riders until the later of your Contract Date Anniversary following such allocation or [four years] from your Contract Date. The table on page 3 shows the effect of a post-funding termination or change on your Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[Home Office Address: 1290 Avenue of the Americas, New York, New York 10104]

[



Christopher M. Condron
Chairman and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

Key: For purposes of the tables below, the following abbreviations apply:

1. “**GIB**” = Guaranteed Income Benefit
2. “**GMDB**” = Guaranteed Minimum Death Benefit
3. “**ROP**” = Return of Principal
4. “**HAV**” = Highest Anniversary Value

Effect of Pre-Funding Termination of the GIB/GMDB

	If your Contract has:	And you terminate on a Pre-Funding Basis	Then	And Subsequently
1.	<ul style="list-style-type: none"> ▪ GIB and ▪ ROP GMDB 	GIB	<ul style="list-style-type: none"> ▪ ROP GMDB remains effective on your Contract or ▪ ROP GMDB can be changed for the HAV GMDB. 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If ROP GMDB was changed for the HAV GMDB, the HAV GMDB can be terminated either pre- or post-funding at a later date.
2a.	<ul style="list-style-type: none"> ▪ GIB and ▪ HAV GMDB 	GIB	<ul style="list-style-type: none"> ▪ HAV GMDB remains effective on your Contract or ▪ The HAV GMDB can be changed for the ROP GMDB. 	<ul style="list-style-type: none"> ▪ You may terminate the HAV GMDB pre or post-funding at a later date. ▪ If the HAV GMDB was changed for the ROP GMDB, the ROP GMDB can only be terminated post-funding.
2b.	<ul style="list-style-type: none"> ▪ GIB and ▪ HAV GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract. 	<ul style="list-style-type: none"> ▪ The ROP GMDB can only be terminated post-funding.
3a.	<ul style="list-style-type: none"> ▪ GIB and ▪ “Greater of” GMDB 	GIB	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract unless... ▪ ...You elect the HAV GMDB 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If the HAV GMDB is elected, it can be terminated either pre or post-funding at a later date.
3b.	<ul style="list-style-type: none"> ▪ GIB and ▪ “Greater of” GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract unless ▪ You elect the HAV GMDB 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If the HAV GMDB is elected, it can be terminated either pre or post-funding at a later date.
4.	<ul style="list-style-type: none"> ▪ ROP GMDB 	N/A	<ul style="list-style-type: none"> ▪ The ROP GMDB can only be terminated post-funding. 	N/A
5.	<ul style="list-style-type: none"> ▪ HAV GMDB 	HAV GMDB	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract. 	<ul style="list-style-type: none"> ▪ The ROP GMDB can only be terminated post-funding.

A pre-funding termination of the GIB without also terminating the GMDB will provide you with a “standalone” GMDB. If the GMDB is changed after terminating the GIB, a replacement GMDB rider will be mailed to you.

Post-Funding Termination of the GIB/GMDB

	If Contract has	And you terminate on a Post-Funding Basis	Then	And Subsequently
1a.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ ROP GMDB 	GIB	<ul style="list-style-type: none"> ▪ ROP GMDB remains effective on your Contract. 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB at a later date by making a withdrawal/one time transfer.
1b.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ ROP GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protection Account to the Performance Account or withdraw the Protection Account Value. 	N/A
2a.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ HAV GMDB 	GIB	<ul style="list-style-type: none"> ▪ HAV GMDB remains effective on your Contract. 	<ul style="list-style-type: none"> ▪ You may terminate the HAV GMDB at a later date by making a withdrawal/one time transfer.
2b.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ HAV GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protection Account to the Performance Account or withdraw the Protection Account Value. 	N/A
3a.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ "Greater of" GMDB 	GIB	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract. ▪ The value of the GMDB will be all contributions/transfers to the Protection Account adjusted for withdrawals. 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB at a later date.
3b.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ "Greater of" GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protection Account to the Performance Account or withdraw the Protection Account Value. 	N/A
4.	<ul style="list-style-type: none"> ▪ ROP GMDB 	ROP GMDB	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protection Account to the Performance Account or withdraw the Protection Account Value. 	N/A
5.	<ul style="list-style-type: none"> ▪ HAV GMDB 	HAV GMDB	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protection Account to the Performance Account or withdraw the Protection Account Value. 	N/A

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO PROTECTION ACCOUNT INVESTMENT OPTIONS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary.

This Endorsement amends Part II (“Investment Options”), Part III (“Contributions and Allocations”) and Part IV (“Transfers Among Investment Options”) of your Contract.

In this Endorsement “we”, “our” and “us” mean AXA Equitable Life Insurance Company, and “you” and “your” mean the Owner.

This endorsement governs allocations of Contributions and transfers to the Protection Account Investment Options and transfers among these Investment Options.

I. Allocation Option Choices

Your instructions for allocation of Contributions and for transfers to, and transfers among the Protection Account Investment Options must comply with the terms and conditions of this Endorsement.

You may allocate your Protection Account Value among the Protection Account Investment Options under your Contract, including the applicable Special Dollar Cost Averaging Program, subject to the Investment Option maximums and minimums for each Investment Option Category as set forth in the Investment Option Allocation Table below (“Category Allocation Limits”). The Allocation Table also shows the limits on allocations to Protection Account Investment Options within each Category (“Investment Option Allocation Limits”). We refer to the Category Allocation Limits and the Investment Option Allocation Limits collectively as the “Allocation Limits.” The Investment Option Allocation Table below shows Allocation Limits as of your Contract Date. The current assignment of Protection Account Investment Options to Investment Categories is specified in the Data Pages. We may change the Allocation Limits. You will be notified of any such change to the Allocation Limits. Any change in the Category Allocation Limits and any change in the Investment Option Allocation Limits will not affect your Contract unless you subsequently make an Investment Option transfer or Contribution affecting the Protection Account Investment Options. Your Contract will be subject to the changed Allocation Limits after such transfer or Contribution. If such a change occurs, we may also require that you revise your allocation instructions to comply with the change before we accept a transfer request or Contribution. [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.]

	[Category 1]	Category 2	Category 3]
Name	[AXA Strategic Allocation]	[Fixed Income]	[Equity]
Category Allocation Limits	[None]	[40% Applies only if there is any investment in Category 3]	[None]
Investment Option Allocation Limits	[None <i>If any part of AAV is in Category 3 then the [40%] Category 2 minimum requirement will apply.</i>]	[None]	[60%]
Max % (Investment Option)	[None]	[None]	[None]

Investment Option Max Exceptions		
Category	Investment Option Name	Max Allocation
3	[ATM 500]	[60%]
3	[ATM Growth Strategy]	[60%]
3	[ATM 400] [ATM 2000]	[Allocations to each of these Investment Options may not exceed 10%]

II. Contributions and Allocations

Contributions are allocated to the Protection Account Investment Options based on the instructions we have on file for your Contract. Your allocation instructions must comply with the Allocation Limits in effect on the date we received your instructions or any request to change your instructions. If we change the Allocation Limits, we may require that any Contribution after such change be allocated in accordance with the current Allocation Limits. You may change your allocation instructions for Contributions by submitting a request to the Processing Office in a form we accept.

III. Transfers

You may transfer among Protection Account Investment Options within an Investment Option Category even though your Protection Account Value in the Category on the Transaction Date of the transfer exceeds the applicable Category Allocation Limit; however, the transfer must comply with the applicable Investment Option Allocation Limit for each Investment Option to which Protection Account Value is transferred. You may transfer between Protection Account Investment Options in different Categories provided that (i) the transfer complies with the applicable Category Allocation Limit for each Investment Option Category to which Annuity Account Value is transferred, and (ii) the Annuity Account Value in the [Fixed Income] Category is not reduced below the minimum [Fixed Income] Category Allocation Limit as a result of the transfer. A

transfer request does not automatically change your allocation for future Contributions and rebalancing. If you wish to change your allocation instructions on file, you must request a change that complies with the Investment Option Allocation Limitations described above, in the form we require.

IV. Rebalancing

The allocation of your Annuity Account Value among Protection Account Investment Options is rebalanced as of the last Business Day of each quarter of your Contract Year. For purposes of Rebalancing, the account for Special Money Market Dollar Cost Averaging is not considered an Investment Option. Rebalancing means that the Annuity Account Value in each Investment Option is reallocated in accordance with your allocation instructions on file with us. Quarterly rebalancing will first occur on the date that is three months from your Contract Date. If your Contract Date occurs on the 29th, 30th, or 31st of a month, rebalancing will be done on the first day of the following month. If your rebalancing date occurs on a day that is not a Business Day, the rebalancing will occur on the next Business Day. The last rebalance in each Contract Year will occur on the Contract Date Anniversary. If the Contract Date Anniversary occurs on a day that is not a Business Day, the rebalance will occur on the Business Day immediately preceding the Contract Date Anniversary.


V. Special Dollar Cost Averaging

The terms and conditions applicable to Special Money Market Dollar Cost Averaging are described in the applicable Special Money Market Dollar Cost Averaging Endorsement.

VI. Termination of this Endorsement

We may terminate this Endorsement and the limitations provided under it at any time. If we terminate this Endorsement we will provide advance written notice to you.

AXA EQUITABLE LIFE INSURANCE COMPANY

[


Christopher M. Condrón
Chairman, President and Chief Executive Officer]

[


Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO SPECIAL MONEY MARKET DOLLAR COST AVERAGING

This Endorsement is part of your Contract, and its provisions apply in lieu of any Contract provisions to the contrary.

In this Endorsement, “we”, “our”, and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

SPECIAL MONEY MARKET DOLLAR COST AVERAGING PROGRAM

You may elect to participate in a Special Money Market Dollar Cost Averaging (“DCA”) Program at any time.

Under a Special Money Market DCA Program you allocate all of your Contribution to an account which is part of the EQ Money Market Variable Investment Option for the program. You may designate either or both the Performance Account Investment Option and the Protection Account Investment Option as the designated Investment Options for the Special Money Market DCA Program.

We transfer a portion of each amount allocated to the account for Special Money Market DCA to the Investment Options according to your allocation instructions on a systematic [monthly] basis, such that all amounts are transferred out of the account by the end of the program. Your transfer percentages must comply with the Investment Option Allocation Limits shown in your Contract. Your current allocation instructions on file for your Contract become your allocation instructions for the Special Money Market DCA Program and establish the split of transfers from your Special Money Market DCA Account between the Protection Account and Performance Account as well as allocations to particular Investment Options. Subsequent changes to your allocation instructions may not change the allocation split between the Protection Account and Performance Account that has been established for your program. However, such changes may change your destination Investment Options within the Protection Account and/or the Performance Account. Transfers will be made on a first-in first-out (fifo) basis. Each program is for a [three, six, or twelve month] period or such other period we may make available to you in the future. The minimum initial amount that you may allocate to a Special Money Market DCA program is [\$2,000.] You may elect to make subsequent Contributions to an existing Special Money Market DCA Program [in the first Contract Year]. The minimum subsequent Contribution amount that may be made to an existing program is [\$250.] Subsequent Contributions to an existing Special Money Market DCA Program will not extend the expiration date of that program.

You may have only one Special Money Market DCA Program in effect at a time. At the expiration of a Special Money Market DCA Program, you may start a new program with a new Contribution [in the first Contract Year].

Transfer Rules

You may not transfer Annuity Account Value into a Special Money Market DCA Program. You may not transfer a Special Money Market DCA Program into another Special Money Market DCA Program [or into the Guaranteed Interest Option.] [Amounts transferred into the Guaranteed Interest Option may not exceed any limits

described in the Data Pages.] Any request by you to transfer amounts out of an account for Special Money Market DCA, other than your regularly scheduled transfers to the Investment Options as part of a Special Money Market DCA Program, will terminate that Special Money Market DCA Program. Any amount remaining in the account for Special Money Market DCA after such a transfer will be transferred to the destination Investment Options according to your allocation instructions on file.

Effect of Transfers to the Protection Account Variable Investment Options

Contributions to the Account for Special Money Market DCA scheduled to be transferred into the Protection Account Investment Options over the duration of the program will increase your GMIB and GMDDB Benefit Base as of the effective date you contribute to a Special Money Market DCA Program.

Effect of Withdrawals

Except for withdrawals made under our Automatic RMD Withdrawal Service, any withdrawal from an account for Special Money Market DCA will terminate that Special Money Market DCA Program. Any amounts remaining in the account for Special Money Market DCA after the program terminates because of such a withdrawal will be transferred to the destination Investment Options according to your allocation instructions on file. Any withdrawal which results in a reduction in the Special Money Market DCA amount previously included in your GMIB and GMDDB Benefit Bases will reduce the benefit base as described in any applicable optional rider attached to your Contract.

Effect of Termination of an Optional Guaranteed Income Benefit Rider and/or Guaranteed Death Benefit Rider

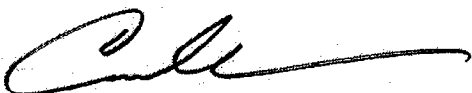
If you terminate all optional benefit riders, after you have allocated contributions to the Protection Account Investment Options, any amount remaining in the account for Special Money Market DCA designated for the Protection Account Investment Options will be defaulted to corresponding Investment Options under the Performance Account. Alternatively, you may terminate the Special Money Market DCA program and all amounts destined for the Protection Account Investment Options will be transferred to corresponding Performance Account Investment Options on an accelerated basis.

Effect of Voluntary Termination of the Special Money Market DCA Program

If you terminate the Special Money Market DCA program any amounts in the Account for Special Money Market DCA will be transferred to the destination Investment Options on an accelerated basis as of the Transaction Date that the program is cancelled.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condrón
Chairman, President and Chief Executive Officer]

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Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

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AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO NON-QUALIFIED CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

The Effective Date of this Endorsement is your Contract Date.

1. PART I - DEFINITIONS

The following definition is added: SECTION 1.15A JOINT ANNUITANT:

“Joint Annuitant” means the individual specified as such in the Data Pages. The Joint Annuitant must be the spouse of the Annuitant on the Contract Date.

The following is added at the end of the definition of OWNER:

If a joint owner (“Joint Owner”) is shown in the Data Pages, the Owner and Joint Owner possess an undivided interest in the rights of the entire Contract and must act jointly in exercising any ownership rights. Except for purposes of “Owner Death Distribution Rules” or as otherwise indicated, any reference to “you” and “your” in the Contract will apply to both the Owner and the Joint Owner.

2. *The following is added to* PART VI – PAYMENT UPON DEATH *before* SECTION 6.01 BENEFICIARY:

Where a Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. For purposes of this section, “you” refers to the Annuitant or older Joint Annuitant, if applicable, when describing the effect of death under a Contract owned by a Non-Natural Owner. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. If the Joint Annuitants are the same age and share the same birth date, the Annuitant will be deemed to be the older Joint Annuitant for this purpose.

Where a Contract is jointly owned, a Death Benefit is payable at the death of the older Joint Owner. For purposes of this section, “you” refers to the older Joint Owner when describing the effect of death under a Contract jointly owned. If the Joint Owners are the same age and share the same birth date, the Owner will be deemed to be the older Joint Owner for this purpose.

3. PART VI - PAYMENT UPON DEATH

The following is added at the end of **SECTION 6.01 BENEFICIARY:**

Where a Contract is owned by a Non-Natural Owner which is a Living Trust, upon the death of the named Annuitant, a Death Benefit is payable. At the time of the Annuitant's death, if the Annuitant's spouse is the sole beneficiary of the trust, the trustee as Owner of the Contract may request that the spouse be substituted as Annuitant as of the date of the original Annuitant's death. No further change of Annuitant will be permitted. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. At the time of the older Joint Annuitant's death, a death benefit is payable and the trustee as Owner of the Contract may request that the surviving Annuitant continue the Contract. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. A Living Trust is a trust that meets the following conditions: (i) it is revocable at any time by the grantor, (ii) the grantor has exclusive control of the trust, (iii) no person other than the grantor has any interest in the trust during the grantor's lifetime, and (iv) the grantor's spouse is the sole beneficiary of the trust.

If a Contract is jointly owned, the surviving Joint Owner will be deemed the Beneficiary, superseding any other Beneficiary designation.

If a Contract has a Non-Natural Owner and Joint Annuitants, the surviving Joint Annuitant will be deemed to be the Beneficiary superseding any other Beneficiary designation.

4. PAYMENT UPON DEATH

The following is added at the end of **SECTION 6.02 PAYMENT UPON DEATH:**

If the Owner and Annuitant are different individuals, at the death of the Annuitant, the Owner becomes the new Annuitant and the Contract continues. No Death Benefit is payable until after the Owner's death. If the Contract is jointly owned and the Annuitant is not either of the two Owners, at the death of the Annuitant, the older Owner will become the Annuitant if the Owners do not designate a new Annuitant. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. Where a Joint Annuitant is named under the Contract and both Annuitants die, then provisions of the first three sentences of this paragraph become operative.

OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE

Section 72(s) of the Code requires that where any annuity contract owner dies on or after the annuity starting date and before the entire interest in the annuity contract has been distributed, the remaining portion of the interest must be distributed at least as rapidly as under the method of distribution being used as of the date of death. Section 72(s) of the Code also requires that where any annuity contract owner dies before the annuity starting date, the entire interest in the annuity contract must be distributed within five years after the owner's death as described in Section 72(s)(1)(B) of the Code. For purposes of this Endorsement, this is called the "Five Year Rule". If the beneficiary is an individual, in the alternative, payments must begin within one year after the owner's death as a life annuity or installment option for a period of not longer than the life expectancy of the individual beneficiary as described in Section 72(s)(2) of the Code. For purposes of this Endorsement, this is called the "One Year Rule". However, if the beneficiary is the owner's surviving spouse, no payments of the owner's interest in the annuity contract are required until after the surviving spouse's death. If the owner is non-natural, then the death of the annuitant triggers the required payment. Where a Joint Annuitant is named under a Contract with a Non-Natural Owner, any applicable Death Benefit will be based on the death of the older Joint Annuitant as described in Sections 2 and 3 of this Endorsement.

Owner Death Distribution Rules--Contract Continuation

Under any of the following circumstances, if you die before the Maturity Date, the Death Benefit described in Section 6.02, if applicable, will not be paid in a single sum and the Contract will continue as described in subsections (1) through (5) below, whichever is applicable.

(1) Single Owner Contract with a Non-Spousal Beneficiary(ies)

Upon the death of the Owner, a Death Benefit is payable. If the Death Benefit is not paid in the form of an Annuity Benefit and the Beneficiary continues the Contract under the terms of this Section, the continuation must meet with the One Year Rule or the Five Year Rule discussed above.

In order to continue the Contract under the One Year Rule, the Beneficiary must elect the "NQ Beneficiary Continuation Option" discussed below. In order to continue the Contract under the Five Year Rule, the Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option or elect to keep the Contract in-force until the fifth anniversary of your death as described in the next paragraph. If the Beneficiary does not affirmatively elect the NQ Beneficiary Continuation Option, the Five Year Rule will apply, that is, all amounts under the Contract must be distributed to the Beneficiary no later than the fifth anniversary after your death, subject to our receipt of the Beneficiary Requirements.

If the Beneficiary elects to continue the Contract under the Five Year Rule, without electing the NQ Beneficiary Continuation Option, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. No additional Contributions may be made to the Contract.

Any optional Guaranteed Minimum Death Benefit is terminated along with any applicable charges.

[The effect of death on any optional rider for a Single Contract with a Non-Spousal Beneficiary is shown in "Effect of Death on any Applicable Optional Rider", Attachment A, to this Endorsement.]

We will pay all amounts under the Contract no later than the fifth anniversary after your death.

(2) Single Owner Contract - Spousal Continuation

When the Owner dies, a Death Benefit is payable. If you are married at the time of your death and the only person named as your primary Beneficiary under Section 6.01 is your surviving spouse and your surviving spouse elects Spousal Continuation under your Contract, then no Death Benefit would be distributed under the Contract until after your surviving spouse's death. To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election of Spousal Continuation, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

If you were also the Annuitant or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, your surviving spouse becomes the Owner and single Annuitant. If you were not the Annuitant or Joint Annuitant, if applicable, under the Contract, the individuals named as such will continue in such capacity under the Contract and your surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant.

[The effect of death on any optional rider for a single owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

(3) Joint Owner Contract - Spousal Continuation

Upon the death of the first of the Joint Owners who are spouses, the following Death Benefit and Spousal Continuation terms apply. Under Contracts owned by a Non-Natural Owner, upon the death of the first of the Joint Annuitants, reference below to “Joint Owner” is replaced with reference to “Joint Annuitant” and reference to “Owner” is replaced with “Annuitant.” Furthermore, the third paragraph of subsection (A) and the second paragraph of subsection (B) do not apply. .

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving spouse may elect to become the sole Owner under the Contract. Such election shall be made no later than the Payment Transaction Date.

Upon the younger surviving spouse’s election of Spousal Continuation, no Death Benefit is distributed under the Contract. The Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. If the Annuity Account Value is greater than the Guaranteed Minimum Death Benefit, we do not reset the Guaranteed Minimum Death Benefit for the surviving spouse.

If the deceased spouse was also the Annuitant, or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the younger surviving spouse becomes the Owner and single Annuitant. If neither Owner is the Annuitant, or Joint Annuitant, if applicable, then the individuals named as such will continue in such capacity and the surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant.

[The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

- (B) If the first Joint Owner to die is the younger Joint Owner, the surviving spouse continues the Contract as the sole Owner and no Death Benefit is payable.

If the deceased spouse was also the sole Annuitant, or the surviving spouse was a Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the surviving spouse becomes the Owner and sole Annuitant. If neither Owner is the Annuitant, then the Annuitant will continue in such capacity and the surviving spouse becomes the sole Annuitant at the death of the originally named single Annuitant. Under a Contract where Joint Annuitants are named, the surviving spouse becomes the sole Annuitant upon the death of both the Annuitant and Joint Annuitant.

(4) *Joint Owner Contract - Non-Spousal Contract Continuation*

Upon the death of the first of the Joint Owners who are not spouses at the time of the first death, the following Death Benefit Contract Continuation terms apply.

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving Owner may elect to become the sole Owner under the Contract and elect either the One or Five Year Rule described in this item 4 of this Endorsement or the NQ Beneficiary Continuation Option described below. Such election shall be made no later than the Payment Transaction Date.

The same rules apply as described above in subsection (1) "Single Owner Contract with a Non-Spousal Beneficiary(ies)."

If the first Joint Owner to die is the younger Joint Owner, then no Death Benefit is payable. If the Cash Value is not paid in the form of an Annuity Benefit and the surviving Owner continues the Contract under the terms of this Section, the continuation must meet with the One Year Rule or the Five Year Rule discussed above.

In order to continue the Contract under the One Year Rule, the surviving Owner must elect the "NQ Beneficiary Continuation Option" discussed below. In order to continue the Contract under the Five Year Rule, the Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option or elect to keep the Contract in-force until the fifth anniversary of the younger Owner's death as described in the next paragraph. If the surviving Owner does not affirmatively elect the NQ Beneficiary Continuation Option, the Five Year Rule will apply, that is, all amounts under the Contract must be distributed no later than the fifth anniversary after the younger Owner's death, subject to our receipt of the Beneficiary Requirements.

If the surviving Owner elects to continue the Contract under the Five Year Rule, without electing the NQ Beneficiary Continuation Option, there is no Annuity Account Value Reset. No additional Contributions are permitted under the Contract. Any optional Guaranteed Minimum Death Benefit elected, along with any applicable charges, remains in effect. The Guaranteed Minimum Death Benefit becomes payable if the older Joint Owner dies within the period defined in the Five Year Rule.

[The effect of death on any optional rider for a Joint Owner Contract with Contract Continuation is shown in "Effect of Death on any Applicable Optional Rider", Attachment A, to this Endorsement.]

- (5) If a named Beneficiary who is an individual elects to become a "Continuation Beneficiary", the terms of the "NQ Beneficiary Continuation Option", where the Owner, Joint Owner, Annuitant, or Joint Annuitant, whichever is applicable based on ownership, as shown in the Data Pages, dies before the Maturity Date, are as follows:

"NQ Beneficiary Continuation Option"

- (i) A Beneficiary who is a non-natural entity is not eligible to elect to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option.
- (ii) The Continuation Beneficiary will automatically become the successor Owner with respect to that individual's portion of the interest in the Contract.
- (iii) We must receive an eligible individual's election to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option at our Processing Office within [nine (9) months] after your death and before the individual's share of the Death Benefit or interest in the Contract, as applicable, is paid out in any manner inconsistent with that individual's election to continue the Contract under the NQ Beneficiary Continuation Option.
- (iv) If a Death Benefit is payable and the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date, we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit rider), and the Continuation Beneficiary's share of the interest in the Contract will be determined after any such reset.

- (v) The Continuation Beneficiary cannot make any additional Contributions to the Contract.
- (vi) The Continuation Beneficiary may transfer amounts among the Variable Investment Options with respect to the Continuation Beneficiary's share of the interest in the Contract.
- (vii) The Continuation Beneficiary may not assign his/her share of the interest in the Contract.
- (viii) Distributions to the Continuation Beneficiary will be made in accordance with the Continuation Beneficiary's election.

If the Continuation Beneficiary elects to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule as described in item 4 of this Endorsement, payments will be made at least annually from his/her share of the interest in the Contract over a period not extending beyond the life expectancy of the Continuation Beneficiary. The first such payment must be no later than one (1) year after the date of your death.

The Continuation Beneficiary may alternatively elect to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule described in item 4 of this Endorsement.

- (ix) Withdrawal Rights.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time, with any amount of his/her share of the interest in the Contract remaining to be paid fully on the fifth anniversary of your death.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time. Payments will continue to be made to the Continuation Beneficiary as described in accordance with the One Year Rule, from his/her share of the interest in the Contract, as reduced by the withdrawal.

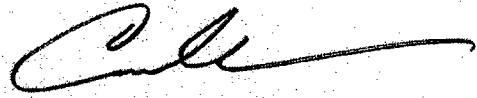
- (x) Death of the Continuation Beneficiary. Upon the Continuation Beneficiary's death, we will make a single sum payment of any of his/her remaining share of the interest in the Contract to the person designated by the deceased Continuation Beneficiary to receive any such payment, unless the person designated by the deceased Continuation Beneficiary is eligible to, and elects to, continue the payment method originally elected by the Continuation Beneficiary over any remaining life expectancy period of the Continuation Beneficiary.

5. *The following is added to SECTION 6.03 MANNER OF PAYMENT:*

A Beneficiary may elect to apply a Death Benefit to an Annuity Benefit as described in Part VII of the Contract. Any Death Benefit applied as an Annuity Benefit in Part VII will be paid out over the life of the Beneficiary or for a period not exceeding the Beneficiary's life expectancy (such payments must begin in accordance with the "One Year Rule" described above, and any Death Benefit that is not applied as an Annuity Benefit in Part VII will be paid out in accordance with the "Five Year Rule" described above.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condon
Chairman, President and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

ATTACHMENT A

Effect of Death on any Applicable Optional Rider (See Item 4 of this Endorsement)

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract with non-spousal Beneficiary(ies):

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

Upon the death of the Owner, if the Contract is continued under the Five Year Rule described in Item 4, GIB and any applicable charge end.]

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the optional GMDB as of the date of the Owner’s death is frozen and adjusted for any Contributions and withdrawals its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

The GIB features on the Contract Date are based on the original Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the Protection Account Investment Options until he/she attains age [75].

If the Owner began taking GIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

Joint Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the older Joint Owner, and the older Joint Owner was age [84] or younger at death, a GMDB that by its terms accumulates to the older Joint Owner’s age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of the older Joint Owner and the older Joint Owner was [85] or older at death, we will reinstate the GMDB elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the older Joint Owner’s death, the value of the optional GMDB elected by the Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

The GIB features on the Contract Date are based on the older Joint Owner’s age. If the older Joint Owner dies and the surviving Joint Owner elects to become sole Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving Owner’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving Owner is age [75] or younger on the date of death of the original Joint Owner, the surviving Owner may contribute or transfer amounts to the Protection Account Investment Options until he/she attains age [75].

If the older Joint Owner began taking GIB Payment under the Contract, the surviving Owner may continue to receive such payments only if the older Joint Owner had elected a joint life annuity with the surviving spouse.]

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

Non-spousal Joint Owner Contracts:

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

Upon the death of the older Joint Owner, if the Contract is continued under the Five Year Rule described in Item 4, GIB and any applicable charge end.

Upon the death of the younger Joint Owner, if the Contract is continued under the Five Year Rule, and if the earlier of

- (i) the Contract Date Anniversary following the surviving Owner’s [95]th birthday, or
- (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred,

is after the end of the period described in the Five Year Rule, the GIB and any applicable charge end.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO TRADITIONAL IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an individual retirement annuity contract which meets the requirements of Section 408(b) of the Code (“IRA Contract”). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. You should comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent penalties.

This Contract is not offered as an inherited traditional IRA.

This IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, this IRA Contract is an annuity contract that may be used to fund an individual retirement account that meets the requirements of Section 408(a) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner [, unless the Owner is a trustee or custodian of an individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Annuitant must be the individual for whose benefit the individual retirement account is maintained. Benefits under this IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners other than a trustee or custodial IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is replaced by the following:

“Owner” means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed [, unless the Owner is a trustee or custodian of a individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[Where the contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner must be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.

“Required Minimum Distribution Payments ” means the payments from or with respect to this IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules.”

PART III – CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

“SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS”

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

The initial Contribution to this IRA Contract must be a rollover contribution or a direct transfer contribution described in paragraph (b) below. We do not offer this IRA Contract to fund employer-sponsored "Simplified Employee Pension" ("SEP") plans described in Section 408(k) of the Code or SIMPLE IRA plans described in Section 408(p) of the Code, so we do not accept contributions under those plans. We do not offer this IRA Contract as an inherited IRA contract so we do not accept direct transfer contributions from the traditional IRA of a deceased IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) "Regular" traditional IRA Contributions; Maximum Permissible Amount

General. Except in the case of a "rollover contribution" or a "direct transfer" contribution described in paragraph (b) below, or except as noted under "Age 50"+ and "Temporary or specially directed rules" below in this paragraph (a), the total of "regular" traditional IRA contributions described in Section 219 of the Code will not exceed \$5,000 for any taxable year. This \$5,000 annual dollar limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments will be in multiples of \$500.

Age 50+. If you are age 50 or older, the annual dollar limit on regular contributions is increased by \$1,000 for any taxable year.

Temporary or specially directed rules. You may make additional contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional contributions.

(b) Rollover and Direct Transfer Contributions

A "rollover contribution" is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A "direct transfer" contribution is the transfer of amounts to this Contract directly from a traditional individual retirement account or another traditional individual retirement annuity contract which meets the requirements of Section 408 of the Code.

(c) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules".

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

- (1) If you are married at your death, the person named as sole Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit is payable until after your surviving spouse's death.
- (2) If the "Beneficiary Continuation Option" described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in "Effect of Death on any Applicable Optional Rider", See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the "Beneficiary" Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a "see-through trust". A "see-through trust" is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

- (a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.
- (b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the "Beneficiary" Section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in

Section 7.08, Part B (Required Minimum Distribution Rules—Payments After Your Death).

- (c) If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.
- (d) The Continuation Beneficiary may transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.
- (e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- (f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in Section 7.08, Part B (Required Minimum Distribution Rules—Payments After Your Death).
- (g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your traditional individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in Section 7.08, Part B (Required Minimum Distribution Rules—Payments After Your Death) in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.
- (h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;
- (i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of Section 7.08, Part B (Required Minimum Distribution Rules—Payments After Your Death).

PART VII - ANNUITY BENEFITS *is changed to:*

“ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS”

The following new Section is added at the end of Part VII:

SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES

This Contract is subject to the “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

Subsection A below describes the Required Minimum Distributions to be made during your lifetime. Subsection B below describes the Required Minimum Distributions to be made after your death, if you die before your entire interest in this Contract is distributed to you. The Required Minimum Distribution rules may be satisfied by either electing an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest in this Contract, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this Contract may be made from this Contract or from another individual retirement arrangement that you maintain, pursuant to Treasury Regulation Section 1.408-8. If you do not take lifetime Required Minimum Distribution payments from this Contract, we will assume that you are taking them from another individual retirement arrangement that you maintain.

For purposes of both the “lifetime” Required Minimum Distribution rules and the Required Minimum Distribution rules after death, the following definitions and conditions apply:

Your “entire interest” in this Contract for purposes of the Required Minimum Distribution Rules. Your “entire interest” in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this IRA contract, such as guaranteed death benefits.

Required Beginning Date. Your “Required Beginning Date” is the first day of April following the calendar year in which you attain age 70 1/2. This is the latest date when your lifetime Required Minimum Distribution payments with respect to this Contract can start.

A. Required Minimum Distribution Rules -Payments During Your Life

Notwithstanding any provision of this Contract to the contrary, the distribution of your entire interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized the distribution of your interest in this Contract must satisfy the requirements of Section 408(a)(6) of the Code and the Regulations thereunder.

Your entire interest in this Contract will be distributed or begin to be distributed no later than your Required Beginning Date defined above. Your entire interest may be distributed, as you elect, over (a) your life, or the lives of you and your designated Beneficiary, or (b) a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your designated Beneficiary.

These "lifetime" Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As A-1, A-4 and A-14 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A A-2 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation.

The distribution periods described in the second preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation.

The first lifetime Required Minimum Distribution payment can be made as late as April 1 of the year following the year you attain age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

B. Required Minimum Distribution Rules – Payments After Your Death

(a) Death On or After Lifetime Required Minimum Distribution Payments Begin. If you die on or after lifetime Required Minimum Distribution payments begin, any remaining portion of your interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

(b) Death Before Lifetime Required Minimum Distribution Payments Begin. If you die before lifetime Required Minimum Distribution payments begin, your entire interest in this Contract will be distributed at least as rapidly as follows:

- (1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below.
- (2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's

designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

- (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Subsection B and reduced by 1 for each subsequent year.

(c) If the sole designated Beneficiary is your surviving spouse, and the Spousal Continuation option described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until your surviving spouse's Required Beginning Date for lifetime Required Minimum Distributions described above in Subsection A of this Section, or your surviving spouse's death if earlier.

(d) For purposes of paragraphs (a) and (b) of this Subsection B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in Subsection A of this Section or, if applicable, on the date distributions are required to begin to the surviving spouse under this Subsection B, paragraph (b)(2) above. However, if distributions start on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

(e) Potential aggregation with your other traditional individual retirement arrangements. In the circumstances described in this paragraph (e), a Beneficiary who is also your designated beneficiary under at least one other of your traditional individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (b)(1) or (b)(2) of this Subsection B above for the Beneficiary's portion of the entire interest in this IRA contract from another of your traditional individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other traditional individual retirement arrangements.

This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of your entire interest in this Contract under this Subsection B, paragraph (b)(3) above.

The post-death Required Minimum Distribution must be calculated separately for each traditional IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's traditional IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in IRAs that the Beneficiary holds as the IRA owner or as the beneficiary of another decedent. Distributions from Section 403(b) contracts or accounts will not satisfy the distribution requirements from traditional IRAs. Distributions from Roth IRAs will not satisfy the distribution requirements applicable to traditional IRAs or section 403(b) accounts or contracts and distributions from IRAs or section 403(b) contracts or accounts will not satisfy the distribution requirements from Roth IRAs.

PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as an individual retirement annuity under Section 408(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner may be a trustee or custodian meeting the requirements of that Section

and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY


The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condron
President and Chief Executive Officer]

[



Karen Field Hazin, Vice-President,
Secretary and Associate General Counsel]

ATTACHMENT A

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

The GIB features on the Contract Date are based on the original Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the Protection Account Investment Options until he/she attains age [75].

If the Owner began taking GIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO ROTH IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as a Roth individual retirement annuity contract which meets the requirements of Sections 408A(b) and 408(b) of the Code (“Roth IRA Contract”). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. You should comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent penalties.

This Contract is not offered as an inherited Roth IRA.

This Roth IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this Roth IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, this Roth IRA Contract is an annuity contract that may be used to fund a Roth individual retirement account that meets the requirements of Sections 408(a) and 408A(b) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial Roth individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner [, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. Benefits under this Roth IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners other than a trustee or custodial Roth IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is replaced by the following:

“Owner” means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed [, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[Where the contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner must be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.

“Required Minimum Distribution Payments ” means the payments from or with respect to this Roth IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules--Payments After Your Death.”

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

“SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS”

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

Except as otherwise indicated in this Section or the Data Pages, we will accept the following types of Contributions, discussed below, to this Roth IRA Contract: (i) "regular" Roth IRA contributions; (ii) rollover Contributions from another Roth IRA; (iii) "conversion" rollover contributions from a "traditional" IRA (also referred to as a "non-Roth IRA"), or another source of conversion rollover contributions as described below; or (iv) direct custodian-to-custodian transfers from another Roth individual retirement account or another Roth individual annuity contract which meets the requirements of Sections 408 and 408A of the Code.

The initial Contribution to this Roth IRA Contract must be a rollover contribution described in paragraph (d) below or a direct transfer contribution described in paragraph (e) below.

We do not offer this Roth IRA Contract as an inherited Roth IRA contract so we do not accept direct transfer contributions from the Roth IRA of a deceased Roth IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) Regular Roth IRA Contributions; Maximum Permissible Amount

Except in the case of a direct custodian-to-custodian transfer from another Roth IRA, a "qualified rollover contribution" or a "recharacterization" as defined below in this Section, the total of "regular" Roth IRA contributions to all your Roth IRAs for a taxable year does not exceed the "applicable amount" as defined below in this Section, or your "compensation" as defined below in this Section, if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the "applicable amount" or your "compensation" is referred to as a "regular" Roth IRA contribution. Contributions may be limited under paragraphs (c) through (i) of this Section below. Additional amounts may be contributed under "Temporary or specially directed rules" below in paragraph (b-1).

(b) Regular Roth IRA Contributions; Applicable Amount

If you are under age 50, the applicable amount is \$5,000 for any taxable year. If you are age 50 or older, the applicable amount is \$6,000 for any taxable year.

These limits will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(A) of the Code. Such adjustments will be in multiples of \$500.

(b-1) Temporary or specially directed rules. You may make additional regular Roth IRA contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional regular Roth IRA contributions.

(c) Regular Roth IRA Contribution Limits Based on Modified Adjusted Gross Income

If paragraph (c)(i) and/or (c)(ii) of this Section apply, the maximum regular contribution that can be made to all your Roth IRAs for a taxable year is the smaller amount determined under paragraph (c)(i) or (c)(ii) of this Section.

- (i) The maximum regular Roth IRA contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," described in paragraph (h) of this Section below) in accordance with the following table:

Filing Status	Full Contribution	Phase-Out Range	No Contribution
Modified AGI			
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,00 and \$160,000	\$160,000 or more
Married – Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If your modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. The dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 408A(c)(3) of the Code. Such adjustments will be in multiples of \$1,000.

- (ii) If you make regular contributions to both Roth and traditional IRAs for a taxable year, the maximum regular contribution that can be made to all your Roth IRAs for that taxable year is reduced by the regular contributions made to your traditional IRAs for the taxable year.

(d) "Qualified Rollover" or "Conversion Rollover" Contributions

A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in Section 402(c)(8)(B) of the Code. If the distribution is from an IRA, the rollover must meet the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) of the Code does not apply if the rollover contribution is from a traditional IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements one of the following applicable Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A qualified rollover contribution also includes (i) and (ii) below.

- (i) All or part of a military death gratuity or servicemembers' group life insurance ("SGLI") payment may be contributed if the contribution is made within one (1) year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Section 408(d)(3)(B) of the Code.

(ii) All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

(e) Direct Transfer Contributions

A "direct transfer" contribution is the transfer of amounts to this Contract directly from a Roth individual retirement account or another Roth individual retirement annuity contract which meets the requirements of Sections 408 and 408A(b) of the Code.

(f) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

(g) Recharacterization

A regular contribution to a traditional IRA may be recharacterized pursuant to the rules in Treasury Regulation Section 1.408A-5, or any successor Regulation, as a regular contribution to this Roth IRA, subject to the limits in paragraph (c) of this Section above.

(h) Modified AGI

For purposes of paragraph (c) of this Section above, an individual's modified AGI for a taxable year is defined in Section 408A(c)(3)(B)(i) of the Code and does not include any amount included in adjusted gross income as a result of a "conversion rollover" (a rollover from an eligible retirement plan other than a Roth IRA).

(i) Definition of Compensation for Purposes of Regular Roth IRA Contributions

For purposes of paragraph (a) of this Section above, "compensation" is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in Section 1402(c)(6) of the Code. Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Section 112 of the Code). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in Section 71(b)(2)(A) of the Code. If you are married and file a joint Federal income

tax return with your spouse, and if your spouse has greater compensation than you do, you may treat your spouse's compensation as your own compensation, but only to the extent that your spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in Section 3401(h)(2) of the Code.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules--Payments After Your Death."

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

- (1) If you are married at your death, the person named as sole Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit is payable until after your surviving spouse's death.
- (2) If the "Beneficiary Continuation Option" described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in "Effect of Death on any Applicable Optional Rider", See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the "Beneficiary" Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a "see-through trust". A "see-through trust" is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

- (a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.

- (b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the "Beneficiary" Section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in the Section, "Required Minimum Distribution Rules–Payments After Your Death".
- (c) If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.
- (d) The Continuation Beneficiary may transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.
- (e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- (f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in the Section, "Required Minimum Distribution Rules–Payments After Your Death".
- (g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your Roth individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in the Section, "Required Minimum Distribution Rules–Payments After Your Death", in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.
- (h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;
- (i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (1) or (2) of the Section, "Required Minimum Distribution Rules–Payments After Your Death".

PART VII - ANNUITY BENEFITS *is changed to:*

“ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS”

The following new Section is added at the end of Part VII:

SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES--PAYMENTS AFTER YOUR DEATH

This Contract is subject to the “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

No amount is required to be distributed prior to your death.

Notwithstanding any provision of this Contract to the contrary, the distribution of your interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized, distribution of your “entire interest” in this Contract, described below in this Section, must satisfy the requirements of Section 408(a)(6) of the Code, as modified by Section 408A(c)(5) of the Code, and the Treasury Regulations thereunder.

Upon your death your entire interest in this Contract will be distributed at least as rapidly as follows:

- (1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section.
- (2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies after these required distributions commence to him or her, any remaining

interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

- (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) in this Section above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (1) or (2) in this Section above and reduced by 1 for each subsequent year.

Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this Roth IRA contract, such as guaranteed death benefits.

For purposes of paragraph (2) above, required distributions are considered to begin commence on the date distributions are required to begin to your surviving spouse under paragraph (2).

However, if distributions start on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

If the sole designated Beneficiary is your surviving spouse, and Spousal Continuation option described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until after your surviving spouse's death.

Potential aggregation with your Roth individual retirement arrangements. In the circumstances described in this paragraph, a Beneficiary who is also your designated beneficiary under at least one other of your Roth individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (1) or (2) of this Section above for the Beneficiary's portion of the entire interest in this Roth IRA contract from another of your Roth individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other Roth individual retirement arrangements. This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of the portion of the entire interest in this Contract under paragraph (3) of this Section above. The post-death Required Minimum Distribution must be calculated separately for each Roth IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's Roth IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in Roth IRAs that the Beneficiary holds as the Roth IRA owner or as the beneficiary of

another decedent. Distributions from traditional IRAs will not satisfy the distribution requirements applicable to Roth IRAs or section 403(b) accounts or contracts and distributions from Roth IRAs or section 403(b) contracts or accounts will not satisfy the distribution requirements from traditional IRAs.

PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as a Roth individual retirement annuity under Sections 408(b) and 408A(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this Roth IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth individual retirement account under Sections 408(a) of the Code and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

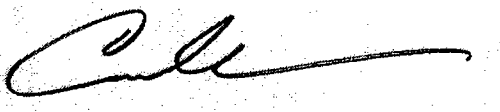
SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY



Christopher M. Condrón
President and Chief Executive Officer



Karen Field Hazin, VicePresident,
Secretary and Associate General Counsel

ATTACHMENT A

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

The GIB features on the Contract Date are based on the original Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the Protection Account Investment Options until he/she attains age [75].

If the Owner began taking GIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

AXA EQUITABLE LIFE INSURANCE COMPANY

INHERITED TRADITIONAL IRA BENEFICIARY CONTINUATION OPTION (BCO) ENDORSEMENT

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an inherited traditional individual retirement annuity contract subject to the rules of Section 408(b) of the Code and which has been acquired by reason of the death of another individual under Section 408(d)(3)(C) of the Code (“inherited traditional IRA Contract”). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. You should comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent penalties.

The purpose of this Contract is to distribute at least annually the interest of the deceased individual which the beneficiary has directed to be transferred to this Contract.

This inherited traditional IRA Contract is established for your exclusive benefit in your capacity as beneficiary of the deceased individual.

Your entire interest in this Contract is not forfeitable.

The provisions of this Inherited Traditional IRA Beneficiary Continuation Option (BCO) Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this inherited traditional IRA Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, this inherited traditional IRA Contract is an annuity contract that may be used to fund an inherited traditional individual retirement account that meets Sections 408(a) and 408(d)(3)(C) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial inherited traditional individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I-DEFINITIONS

SECTION 1.01 ANNUITANT

The existing Section is replaced by the following:

“Annuitant” means the individual shown as such on the cover page and in the Data Pages. The identity of the Annuitant is determined in accordance with the Section, “Owner and Annuitant Requirements,” in Part IX.

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners which are neither a see-through trust beneficiary nor a trustee or custodian of an inherited traditional individual retirement account are not permitted.

SECTION 1.17 OWNER

The following sentences are added at the end of the existing Section:

Joint Owners are not permitted. The Owner of the Contract cannot be changed. The identity of the Owner is determined in accordance with the Section, "Owner and Annuitant Requirements," in Part IX.

The following Section is added at the end of Part I:

SECTION 1.25 ADDITIONAL DEFINITIONS APPLICABLE TO THIS INHERITED TRADITIONAL IRA CONTRACT

APPLICABLE PLAN

"Applicable Plan" means any of the following eligible retirement plans which may be the source of the direct rollover Contribution to this inherited traditional IRA Contract: (i) a plan qualified under Section 401(a) of the Code or a contract qualified under Section 403(a) of the Code; (ii) an annuity contract or custodial account qualified under Section 403(b) of the Code; or (iii) a governmental employer plan under Section 457(b) of the Code.

BCO DISTRIBUTIONS

"BCO Distributions" are the post-death payments required from or with respect to this inherited traditional IRA Contract by the "Required Minimum Distribution Rules" of Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, "BCO Distributions--Post-Death Required Minimum Distribution Rules."

BCO DISTRIBUTION COMMENCEMENT DATE

"BCO Distribution Commencement Date" means the date of the First BCO Distribution as provided in the Section, "BCO Distributions--Post-Death Required Minimum Distribution Rules." The BCO Distribution Commencement Date is shown in the Data Pages and cannot be changed to a later date.

DECEASED OWNER

"Deceased Owner" means the individual named in the Data Pages, now deceased, who owned the Original IRA.

DECEASED PARTICIPANT

“Deceased Participant” means the individual named in the Data Pages, now deceased, whose accrued benefit as a participant in the Applicable Plan is the source of the direct rollover Contribution to this inherited traditional IRA Contract.

INTEREST IN THE DECEASED PARTICIPANT’S APPLICABLE PLAN

“Interest in the Deceased Participant’s Applicable Plan” means the share as a beneficiary of the Deceased Participant’s interest in the Applicable Plan, which is the source of the direct rollover Contribution to this inherited traditional IRA Contract. The Interest in the Deceased Participant’s Applicable Plan includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Treasury Regulation Section 1.408-8 and the actuarial present value of any additional annuity contract benefits provided. The Interest in the Deceased Participant’s Applicable Plan does not include any values or amounts of benefits which were provided under the Applicable Plan but are not directly rolled over to this inherited traditional IRA Contract.

INTEREST IN THE DECEASED OWNER’S ORIGINAL IRA

“Interest in the Deceased Owner’s Original IRA” means the share as a beneficiary of the Deceased Owner’s Original IRA, which is the source of the direct transfer Contribution to this inherited traditional IRA Contract. The Interest in the Deceased Owner’s Original IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Treasury Regulation Section 1.408-8 and the actuarial present value of any additional annuity contract benefits provided. The Interest in the Deceased Owner’s Original IRA does not include any values or amounts of benefits which were provided under the Original IRA but are not directly transferred to this inherited traditional IRA Contract.

NONSPOUSAL APPLICABLE PLAN BENEFICIARY

“Nonspousal Applicable Plan Beneficiary” means the individual or “see-through trust” designated by the Deceased Participant as beneficiary under an Applicable Plan. If the beneficiary is an individual, he or she is not the surviving spouse of the Deceased Participant.

ORIGINAL IRA

“Original IRA” means the traditional individual retirement arrangement under Section 408 of the Code of the Deceased Owner which is the source of the direct transfer Contribution to this inherited traditional IRA Contract.

SEE-THROUGH TRUST

A “see-through trust” is an irrevocable trust, valid under State law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under the regulations. Such “see-through trust” is described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5.

SPECIAL SURVIVING SPOUSE

“Special Surviving Spouse” means the individual who is both the Surviving Spouse of the Deceased Owner and the sole designated beneficiary under the Original IRA.

PART III-CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

We do not accept regular Contributions out of compensation to this Contract. Except as otherwise indicated in this Section or the Data Pages we accept only one Contribution to this inherited traditional IRA Contract.

If the Owner is a Nonspousal Applicable Plan Beneficiary

We will accept a single direct rollover Contribution in accordance with Section 402(c)(11) of the Code of your interest as a beneficiary under the Deceased Participant’s Applicable Plan. A “rollover contribution” is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), and 457(e)(16). Any lifetime Required Minimum Distribution payments which the Deceased Participant should have taken (up to and including for the last year of his or her life), but which have not been taken prior to the direct rollover to this inherited traditional IRA Contract, are not eligible to be directly rolled over as a Contribution to this Contract. No further Contributions can be made.

If the Owner is a beneficiary under the Deceased Owner’s Original IRA

We will accept a single Contribution of a direct transfer of the your interest as a beneficiary under the Deceased Owner’s Original IRA. A “direct transfer” Contribution is the transfer of amounts to this inherited traditional IRA Contract directly from an inherited traditional individual retirement account or another inherited traditional individual retirement annuity contract which meets the requirements of Section 408 of the Code. Any lifetime Required Minimum Distribution payments which the Deceased Owner should have taken (up to and including for the last year of his or her life), but which have not been taken prior to the direct transfer to this inherited traditional IRA Contract, are not eligible to be directly transferred as a Contribution to this Contract. Subject to our approval, you may make additional direct transfer Contributions to this inherited traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.

PART VI-PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following is added at the end of the existing Section:

If the Owner is a custodial account we will pay the Death Benefit to the custodial account after the Annuitant's death. If the Owner is a "see-through trust", and no beneficiary is named or survives the Annuitant, we will pay any Death Benefit to the "see-through trust".

SECTION 6.02 PAYMENT UPON DEATH

The first paragraph of this Section is deleted and replaced with the following:

Upon receipt of due proof of your death before all amounts have been distributed under this Contract, we will make a lump sum payment of the Death Benefit under this Contract to the Beneficiary unless the Beneficiary elects to continue BCO Distributions as provided in the Section, "BCO Distributions--Post-Death Required Minimum Distribution Rules". If the Beneficiary elects to continue BCO Distributions, the Annuity Account Value will be reset to the Death Benefit amount if it is greater. The Death Benefit is described in the Contract and in any applicable enhanced Death Benefit Rider, if elected.

SECTION 6.03 MANNER OF PAYMENT

This Section is deleted.

PART VII - ANNUITY BENEFITS

The following language is added at the beginning of Part VII:

Sections 7.01 through 7.07 do not apply to this inherited traditional IRA Contract. The election of BCO Distributions under Section 7.08 below constitutes the Annuity Benefit under Part VII of this Contract.

The following new Section is added at the end of Part VII:

SECTION 7.08--BCO DISTRIBUTIONS--POST-DEATH REQUIRED MINIMUM DISTRIBUTION RULES

This Contract is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. The BCO Distributions under this inherited traditional IRA Contract will be paid in accordance with the Required Minimum Distribution rules of Sections 408 and 401(a)(9) of the Code and Treasury Regulation Sections 1.408-8 and 1.401(a)(9). To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

If the Owner is a Nonspousal Applicable Plan Beneficiary

If Required Minimum Distributions Had Commenced Under the Applicable Plan.

If the Deceased Participant died on or after commencing lifetime Required Minimum Distribution payments from the Applicable Plan, your interest as a beneficiary in the remaining portion of his or her interest in the Applicable Plan will continue to be distributed at least as rapidly as under the method chosen under the Applicable Plan. Any lifetime Required Minimum Distribution payments which the Deceased Participant should have taken (up to and including for the last year of his or her life), but which have not been taken prior to the direct rollover to the inherited traditional IRA Contract, are not eligible to be rolled over as a Contribution to this Contract.

If Required Minimum Distributions Had Not Commenced Under the Applicable Plan.

If the Deceased Participant died before commencing lifetime Required Minimum Distribution payments from the Applicable Plan, the Interest in the Deceased Participant's Applicable Plan will be distributed from this inherited traditional IRA Contract as follows:

Starting on the BCO Distribution Commencement Date (no later than the end of the calendar year following the calendar year of the Deceased Participant's death), your Interest in the Deceased Participant's Applicable Plan will be distributed from this inherited traditional IRA Contract over your remaining life expectancy, with such life expectancy determined using your age as of your birthday in the year following the year of the Deceased Participant's death. If you die before you receive your entire interest in this Contract, your Beneficiary may elect to continue to receive payments under this Contract for the remaining term of your life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

The BCO Distributions consist of payments no less frequently than annually beginning on the BCO Distribution Commencement Date. We will make these distributions at least once a calendar year in accordance with the Code and applicable Treasury Regulations. Subject to our approval, you may request more frequent than annual payments, however, once payments have started they cannot be stopped, unless a surrender of this Contract occurs.

How Payments Are Calculated

The amount of each annual payment is determined by dividing your remaining entire interest in this inherited traditional IRA Contract as of the end of the calendar year prior to the payment by your remaining life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used. For this purpose, your entire interest in this inherited traditional IRA Contract is the Annuity Account Value plus the actuarial present value of any additional annuity contract benefits (such as guaranteed death benefits). Where the direct rollover Contribution is made to this inherited traditional IRA Contract after the end of that prior calendar year, we will calculate the initial payment using the value of your interest in the Applicable Plan as of the end of the prior calendar year. In no event shall a BCO Distribution exceed the remaining Annuity Account Value on the date of payment.

How Life Expectancy is Determined

Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9, or any successor Regulation. Life expectancy is determined using your

age as your birthday in the calendar year following the calendar year of the Deceased Participant's death ("Base Year"). Your remaining life expectancy for a year is the number in the Single Life table corresponding to your age in the Base Year described in the preceding sentence and reduced by one (1) for each subsequent year. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

How is it determined whether Required Minimum Distribution payments have commenced

For purposes of this Section, Required Minimum Distribution payments are considered to begin on the Deceased Participant's Required Beginning Date for Required Minimum Distribution payments during life. This Required Beginning Date is April 1st following the calendar year in which the Deceased Participant attained age 70½. If the Deceased Participant was not a 5% owner of the employer sponsoring the Applicable Plan, the Required Beginning Date is April 1 following the calendar year in which the Deceased Participant retired from service with such employer, if retirement occurs after the Deceased Participant reached age 70 ½. Required Minimum Distribution payments are considered to have begun whether or not payments were actually made from the Deceased Participant's interest in the Applicable Plan.

If the Owner is a beneficiary under the Deceased Owner's Original IRA

If Required Minimum Distributions Had Commenced Under the Original IRA.

If the Deceased Owner of the Original IRA died on or after commencing lifetime Required Minimum Distribution payments, your interest as a beneficiary in the remaining portion of his or her interest in the Original IRA will continue to be distributed at least as rapidly as under the contract option chosen under the Original IRA. Any lifetime Required Minimum Distribution payments which the Deceased Owner should have taken (up to and including for the last year of his or her life), but which have not been taken prior to the direct transfer to the inherited traditional IRA Contract, are not eligible to be directly transferred as a Contribution to this Contract.

If Required Minimum Distributions Had Not Commenced Under the Original IRA.

If the Deceased Owner of the Original IRA died before commencing lifetime Required Minimum Distribution payments, your Interest in the Deceased Owner's Original IRA will be distributed from this Contract as follows:

General Rule

Your interest in this inherited traditional IRA Contract will be distributed, starting on the BCO Distribution Commencement Date (no later than the end of the calendar year following the calendar year of the Deceased Owner's death), over your remaining life expectancy, with such life expectancy determined using your age as of your birthday in the year following the year of the Deceased Owner's death. If you die before you receive your entire interest in this Contract, your Beneficiary may elect to continue to receive payments under this Contract for the remaining term of your life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

Provisions Applicable to a Special Surviving Spouse

If you are a Special Surviving Spouse, your interest in this inherited traditional IRA Contract will be distributed, over your life expectancy, starting on the BCO Distribution Commencement Date. Your BCO Distribution Commencement Date can be no later than the end of the calendar year in which the Deceased Owner would have attained age 70½, or the end of the calendar year following the calendar year of the Deceased Owner's death, whichever is later.

If you die before the BCO Distribution Commencement Date, and before Required Minimum Distribution payments have commenced to you, your interest in this Contract will be distributed, starting no later than the end of the calendar year following the calendar year of your death, over the remaining life expectancy of your Beneficiary. Your Beneficiary's life expectancy will be determined using such Beneficiary's age as of his or her birthday in the year following your death. If you die after the BCO Distribution Commencement Date and after Required Minimum Distribution payments have commenced, if your Beneficiary so elects, any remaining Annuity Account Value will continue to be distributed to your Beneficiary over your remaining life expectancy, as described below.

How Payments Are Calculated

The amount of each annual payment is determined by dividing your remaining entire interest in this inherited traditional IRA Contract as of the end of the calendar year prior to the payment by your remaining life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used. For this purpose, your entire interest in this inherited traditional IRA Contract is the Annuity Account Value plus the actuarial present value of any additional annuity contract benefits (such as guaranteed death benefits). Where the Contribution is made to this inherited traditional IRA Contract after the end of that prior calendar year, we will calculate the initial payment using the value of your interest in the Original IRA as of the end of the prior calendar year. In no event shall a BCO Distribution exceed the remaining Annuity Account Value on the date of payment.

How Life Expectancy is Determined

Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9, or any successor Regulation.

General Rule

Life expectancy is determined using your age as your birthday in the calendar year following the calendar year of the Deceased Owner's death ("Base Year"). Your remaining life expectancy for a year is the number in the Single Life table corresponding to your age in the Base Year described in the preceding sentence and reduced by one (1) for each subsequent year. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

Provisions Applicable to a Special Surviving Spouse

If you are a Special Surviving Spouse, your life expectancy is determined each year beginning with the calendar year that includes the BCO Distribution Commencement Date.

Your remaining life expectancy for a year is the number in the Single Life Table corresponding to your age in that year.

If you die before the BCO Distribution Commencement Date and before Required Minimum Distribution payments begin to you, the Base Year for your Beneficiary is the calendar year following the calendar year of your death. That Beneficiary's remaining life expectancy for a year is determined under "General Rule" above. If you die after the BCO Distribution Commencement Date and after Required Minimum Distribution payments begin to you, your Beneficiary may elect to receive such interest over a period no longer than your life expectancy in the calendar year of your death. Payments will be made in accordance with the "General Rule" above; however, the Base Year will be the calendar year of your death.

How is it determined whether Required Minimum Distribution payments have commenced

For purposes of this Section, Required Minimum Distribution payments are considered to begin on the Deceased Owner's Required Beginning Date for Required Minimum Distribution payments during life. This Required Beginning Date is April 1st following the calendar year in which the Deceased Owner attained age 70½. Required Minimum Distribution payments are considered to have begun whether or not payments were actually made from the Deceased Owner's Original IRA.

Required Minimum Distribution payments are considered to begin to a Special Surviving Spouse by the date which is the later of the end of the calendar year following the calendar year of the Deceased Owner's death or the end of the calendar year in which the Deceased Owner would have attained age 70½.

Annual payments; potential aggregation with other inherited traditional individual retirement arrangements.

This inherited traditional IRA Contract is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for the remaining portion of your Interest in the Deceased Owner's Original IRA directly transferred to this Contract. The BCO Distributions consist of payments no less frequently than annually beginning on the BCO Distribution Commencement Date. We will make these distributions at least once a calendar year in accordance with the Code and applicable Treasury Regulations. Subject to our approval, you may request more frequent than annual payments, however, once payments have started they cannot be stopped, unless a surrender of this Contract occurs. Payments must be made every year except as specifically indicated below.

In the circumstances described in this and the following paragraphs, if you have also been designated beneficiary under at least one other of the Deceased Owner's traditional individual retirement arrangements, you may choose to take the post-death Required Minimum Distribution

payments calculated for this inherited traditional IRA Contract from another of the Deceased Owner's traditional individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. This provision directs that the post-death Required Minimum Distribution be calculated separately for each traditional IRA. The separately-calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's traditional IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code.

For this purpose, the following individual retirement arrangements may not be aggregated with this inherited traditional IRA Contract:

- an account or contract that you own not as a beneficiary, but as the IRA owner in your own right;
- an account or contract that you own as a nonspousal beneficiary of a deceased participant under an Applicable Plan, even if the deceased participant under such Plan is the same as the Deceased Owner named on the cover page and in the Data Pages;
- an account or contract that you own as a beneficiary of the Deceased Owner named on the cover page and in the Data Pages, if you have elected to take your interest in the account or contract by the end of the calendar year containing the fifth anniversary of the Deceased Owner's death in accordance with Section 401(a)(9)(B)(ii) of the Code; or
- a contract you have irrevocably annuitized under Treasury Regulation Section 1.401(a)(9)-6.

Distributions from Section 403(b) contracts, 403(b) custodial accounts, or Roth IRAs inherited from the Deceased Owner also will not satisfy the distribution requirements from inherited traditional IRAs.

In order for us to suspend a BCO Distribution that we would otherwise make, you must give us advance notice in accordance with our procedures at the time. We may request that you document eligibility to take withdrawals from another traditional individual retirement arrangement inherited from the Deceased Owner.

PART IX-GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as an inherited traditional individual retirement annuity under Sections 408(b) and 408(d)(3)(C) of the Code, we will have the right to terminate this Contract. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an inherited traditional individual retirement annuity which meets the terms of Sections 408(b) and 408(d)(3)(C) of the Code.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this inherited traditional IRA Contract cannot be changed.

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

The following new Section is added:

SECTION 9.11 OWNER AND ANNUITANT REQUIREMENTS

Rules applicable to the Annuitant.

When this Contract is owned by an individual in his or her capacity as beneficiary the Owner must also be the Annuitant.

When this Contract is owned by a see-through trust in its capacity as beneficiary the Annuitant is the oldest beneficiary of such trust.

When this Contract is owned by a custodial inherited traditional IRA for benefit of an individual beneficiary of a deceased individual, the individual designated as beneficiary of the Deceased Owner's Original IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be, must be the Annuitant.

When this Contract is owned by a custodial inherited traditional IRA for benefit of a see-through trust beneficiary of a deceased individual, the oldest beneficiary of such trust must be the Annuitant.

Rules applicable to the Owner.

When this Contract is owned by an individual in his or her capacity as beneficiary of the Deceased Owner's Original IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be, the Owner must also be the Annuitant.

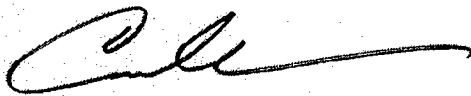
The only permissible Non-natural Owners are a "see-through trust beneficiary" or a trustee or custodian of an inherited traditional individual retirement account, also referred to in this Contract as a "custodial inherited traditional IRA."

When this Contract is owned by a see-through trust, the trust must have been designated beneficiary under the Deceased Owner's Original IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be.

When this Contract is owned by a custodial inherited traditional IRA, the IRA must meet the requirements of Sections 408(a) and 408(d)(3)(C) of the Code. It must be the Deceased Owner's Original IRA or it must be an inherited traditional individual retirement account newly and timely established by direct rollover from an Applicable Plan for the benefit of a beneficiary who is not the surviving spouse of a Deceased Participant. The custodial inherited traditional IRA must be maintained for the benefit of the designated beneficiary of the Deceased Owner's Original IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be. If such beneficiary is an individual, that individual must also be the Annuitant. If such beneficiary is a see-through trust, the custodial inherited traditional IRA must designate the oldest beneficiary of such trust as the Annuitant.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condon
President and Chief Executive Officer]

[



Karen Field Hazin, Vice-President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

INHERITED ROTH IRA BENEFICIARY CONTINUATION OPTION (BCO) ENDORSEMENT

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an inherited Roth individual retirement annuity contract subject to the rules of Sections 408A(b) and 408(b) of the Code and which has been acquired by reason of the death of another individual under Section 408(d)(3)(C) of the Code (“inherited Roth IRA Contract”). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. You should comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent penalties.

The purpose of this Contract is to distribute at least annually the interest of the deceased individual which the beneficiary has directed to be transferred to this Contract.

This inherited Roth IRA Contract is established for your exclusive benefit in your capacity as beneficiary of the deceased individual.

Your entire interest in this Contract is not forfeitable.

The provisions of this Inherited Roth IRA Beneficiary Continuation Option (BCO) Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this inherited Roth IRA Contract is a trustee or custodian under Sections 408A(b) and 408(a) and of the Code and pertinent Regulations, this inherited Roth IRA Contract is an annuity contract that may be used to fund an inherited Roth individual retirement account that meets Sections 408A(b) 408(a), and 408(d)(3)(C) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial inherited Roth individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I-DEFINITIONS

SECTION 1.01 ANNUITANT

The existing Section is replaced by the following:

“Annuitant” means the individual shown as such on the cover page and in the Data Pages. The identity of the Annuitant is determined in accordance with the Section, “Owner and Annuitant Requirements,” in Part IX.

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners which are neither a see-through trust beneficiary nor a trustee or custodian of an inherited Roth individual retirement account are not permitted.

SECTION 1.17 OWNER

The following sentences are added at the end of the existing Section:

Joint Owners are not permitted. The Owner of the Contract cannot be changed. The identity of the Owner is determined in accordance with the Section, "Owner and Annuitant Requirements," in Part IX.

The following Section is added at the end of Part I:

SECTION 1.25 ADDITIONAL DEFINITIONS APPLICABLE TO THIS INHERITED ROTH IRA CONTRACT**APPLICABLE PLAN**

"Applicable Plan" means any of the following eligible retirement plans which may be the source of the direct rollover Contribution to this inherited Roth IRA Contract: (i) a plan qualified under Section 401(a) of the Code or a contract qualified under Section 403(a) of the Code; (ii) an annuity contract or custodial account qualified under Section 403(b) of the Code; or (iii) a governmental employer plan under Section 457(b) of the Code.

BCO DISTRIBUTIONS

"BCO Distributions" are the post-death payments required from or with respect to this inherited Roth IRA Contract by the "Required Minimum Distribution Rules" of Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, "BCO Distributions--Post-Death Required Minimum Distribution Rules."

BCO DISTRIBUTION COMMENCEMENT DATE

"BCO Distribution Commencement Date" means the date of the First BCO Distribution as provided in the Section, "BCO Distributions--Post-Death Required Minimum Distribution Rules." The BCO Distribution Commencement Date is shown in the Data Pages and cannot be changed to a later date.

DECEASED OWNER

"Deceased Owner" means the individual named in the Data Pages, now deceased, who owned the Original Roth IRA.

DECEASED PARTICIPANT

“Deceased Participant” means the individual named in the Data Pages, now deceased, whose accrued benefit as a participant in the Applicable Plan is the source of the direct rollover Contribution to this inherited Roth IRA Contract.

INTEREST IN THE DECEASED PARTICIPANT’S APPLICABLE PLAN

“Interest in the Deceased Participant’s Applicable Plan” means the share as a beneficiary of the Deceased Participant’s interest in the Applicable Plan, which is the source of the direct rollover Contribution to this inherited Roth IRA Contract. The Interest in the Deceased Participant’s Applicable Plan includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Treasury Regulation Section 1.408-8 and the actuarial present value of any additional annuity contract benefits provided. The Interest in the Deceased Participant’s Applicable Plan does not include any values or amounts of benefits which were provided under the Applicable Plan but are not directly rolled over to this inherited Roth IRA Contract.

INTEREST IN THE DECEASED OWNER’S ORIGINAL ROTH IRA

“Interest in the Deceased Owner’s Original Roth IRA” means the share as a beneficiary of the Deceased Owner’s Original Roth IRA, which is the source of the direct transfer Contribution to this inherited Roth IRA Contract. The Interest in the Deceased Owner’s Original Roth IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Treasury Regulation Section 1.408-8 and the actuarial present value of any additional annuity contract benefits provided. The Interest in the Deceased Owner’s Original Roth IRA does not include any values or amounts of benefits which were provided under the Original Roth IRA but are not directly transferred to this inherited Roth IRA Contract.

NONSPOUSAL APPLICABLE PLAN BENEFICIARY

“Nonspousal Applicable Plan Beneficiary” means the individual or “see-through trust” designated by the Deceased Participant as beneficiary under an Applicable Plan. If the beneficiary is an individual, he or she is not the surviving spouse of the Deceased Participant.

ORIGINAL ROTH IRA

“Original Roth IRA” means the Roth individual retirement arrangement under Sections 408A and 408 of the Code of the Deceased Owner which is the source of the direct transfer Contribution to this inherited Roth IRA Contract.

SEE-THROUGH TRUST

A “see-through trust” is an irrevocable trust, valid under State law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under the regulations. Such “see-through trust” is described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5.

SPECIAL SURVIVING SPOUSE

“Special Surviving Spouse” means the individual who is both the Surviving Spouse of the Deceased Owner and the sole designated beneficiary under the Original Roth IRA.

PART III-CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

We do not accept regular Contributions out of compensation to this Contract. Except as otherwise indicated in this Section or the Data Pages we accept only one Contribution to this inherited Roth IRA Contract.

If the Owner is a Nonspousal Applicable Plan Beneficiary

We will accept a single direct rollover Contribution in accordance with Section 402(c)(11) of the Code of your interest as a beneficiary under the Deceased Participant’s Applicable Plan. A distribution from an eligible retirement plan described in Section 402(c)(8)(B) of the Code other than an IRA may be rolled over as provided in any of the following applicable Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), and 457(e)(16). The rollover may be made from a designated Roth account under the Applicable Plan or it may be from other than a designated Roth account under the Applicable Plan. A rollover which is not from a designated Roth account under the Applicable Plan is a “conversion” rollover. Any lifetime Required Minimum Distribution payments which the Deceased Participant should have taken (up to and including for the last year of his or her life), but which have not been taken prior to the direct rollover to this inherited Roth IRA Contract, are not eligible to be directly rolled over as a Contribution to this Contract. No further Contributions can be made.

If the Owner is a beneficiary under the Deceased Owner’s Original Roth IRA

We will accept a single Contribution of a direct transfer of the your interest as a beneficiary under the Deceased Owner’s Original Roth IRA. A “direct transfer” Contribution is the transfer of amounts to this inherited Roth IRA Contract directly from an inherited Roth individual retirement account or another inherited Roth individual retirement annuity contract which meets the requirements of Sections 408A and 408 of the Code. Subject to our approval, you may make additional direct transfer Contributions to this inherited Roth IRA Contract from your interest as a beneficiary under another Roth individual retirement arrangement under Sections 408A and 408 of the Code of the same Deceased Owner which is being distributed over the same period.

PART VI-PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following is added at the end of the existing Section:

If the Owner is a custodial account we will pay the Death Benefit to the custodial account after the Annuitant's death. If the Owner is a "see-through trust", and no beneficiary is named or survives the Annuitant, we will pay any Death Benefit to the "see-through trust".

SECTION 6.02 PAYMENT UPON DEATH

The first paragraph of this Section is deleted and replaced with the following:

Upon receipt of due proof of your death before all amounts have been distributed under this Contract, we will make a lump sum payment of the Death Benefit under this Contract to the Beneficiary unless the Beneficiary elects to continue BCO Distributions as provided in the Section, "BCO Distributions--Post-Death Required Minimum Distribution Rules". If the Beneficiary elects to continue BCO Distributions, the Annuity Account Value will be reset to the Death Benefit amount if it is greater. The Death Benefit is described in the Contract and in any applicable enhanced Death Benefit Rider, if elected.

SECTION 6.03 MANNER OF PAYMENT

This Section is deleted.

PART VII - ANNUITY BENEFITS

The following language is added at the beginning of Part VII:

Sections 7.01 through 7.07 do not apply to this inherited Roth IRA Contract. The election of BCO Distributions under Section 7.08 below constitutes the Annuity Benefit under Part VII of this Contract.

The following new Section is added at the end of Part VII:

SECTION 7.08--BCO DISTRIBUTIONS--POST-DEATH REQUIRED MINIMUM DISTRIBUTION RULES

This Contract is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. Notwithstanding any provision of this Contract to the contrary, the distribution of your interest in this inherited Roth IRA Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. The BCO Distributions under this inherited Roth IRA Contract will be paid in accordance with the Required Minimum Distribution rules of Sections 408 and 401(a)(9) of the Code and Treasury Regulation Sections 1.408-8 and 1.401(a)(9). To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

If the Owner is a Nonspousal Applicable Plan Beneficiary

If Required Minimum Distributions Had Commenced Under the Applicable Plan.

If the Deceased Participant died on or after commencing lifetime Required Minimum Distribution payments from the Applicable Plan, your interest as a beneficiary in the remaining portion of his or her interest in the Applicable Plan will continue to be distributed as described in the paragraphs below. Any lifetime Required Minimum Distribution payments which the Deceased Participant should have taken (up to and including for the last year of his or her life), but which have not been taken prior to the direct rollover to the inherited Roth IRA Contract, are not eligible to be rolled over as a Contribution to this Contract.

If Required Minimum Distributions Had Not Commenced Under the Applicable Plan.

If the Deceased Participant died before commencing lifetime Required Minimum Distribution payments from the Applicable Plan, the Interest in the Deceased Participant's Applicable Plan will be distributed from this inherited Roth IRA Contract as follows:

Starting on the BCO Distribution Commencement Date (no later than the end of the calendar year following the calendar year of the Deceased Participant's death), your Interest in the Deceased Participant's Applicable Plan will be distributed from this inherited Roth IRA Contract over your remaining life expectancy, with such life expectancy determined using your age as of your birthday in the year following the year of the Deceased Participant's death. If you die before you receive your entire interest in this Contract, your Beneficiary may elect to continue to receive payments under this Contract for the remaining term of your life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

The BCO Distributions consist of payments no less frequently than annually beginning on the BCO Distribution Commencement Date. We will make these distributions at least once a calendar year in accordance with the Code and applicable Treasury Regulations. Subject to our approval, you may request more frequent than annual payments, however, once payments have started they cannot be stopped, unless a surrender of this Contract occurs.

How Payments Are Calculated

The amount of each annual payment is determined by dividing your remaining entire interest in this inherited Roth IRA Contract as of the end of the calendar year prior to the payment by your remaining life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used. For this purpose, your entire interest in this inherited Roth IRA Contract is the Annuity Account Value plus the actuarial present value of any additional annuity contract benefits (such as guaranteed death benefits). Where the direct rollover Contribution is made to this inherited Roth IRA Contract after the end of that prior calendar year, we will calculate the initial payment using the value of your interest in the Applicable Plan as of the end of the prior calendar year. In no event shall a BCO Distribution exceed the remaining Annuity Account Value on the date of payment.

How Life Expectancy is Determined

Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9, or any successor Regulation. Life expectancy is determined using your

age as your birthday in the calendar year following the calendar year of the Deceased Participant's death ("Base Year"). Your remaining life expectancy for a year is the number in the Single Life table corresponding to your age in the Base Year described in the preceding sentence and reduced by one (1) for each subsequent year. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

How is it determined whether Required Minimum Distribution payments have commenced

For purposes of this Section, Required Minimum Distribution payments are considered to begin on the Deceased Participant's Required Beginning Date for Required Minimum Distribution payments during life. This Required Beginning Date is April 1st following the calendar year in which the Deceased Participant attained age 70½. If the Deceased Participant was not a 5% owner of the employer sponsoring the Applicable Plan, the Required Beginning Date is April 1 following the calendar year in which the Deceased Participant retired from service with such employer, if retirement occurs after the Deceased Participant reached age 70 ½. Required Minimum Distribution payments are considered to have begun whether or not payments were actually made from the Deceased Participant's interest in the Applicable Plan.

If the Owner is a beneficiary under the Deceased Owner's Original Roth IRA

Your Interest in the Deceased Owner's Original Roth IRA will be distributed from this inherited Roth IRA Contract as follows:

General Rule

Your interest in this inherited Roth IRA Contract will be distributed, starting on the BCO Distribution Commencement Date (no later than the end of the calendar year following the calendar year of the Deceased Owner's death), over your remaining life expectancy, with such life expectancy determined using your age as of your birthday in the year following the year of the Deceased Owner's death. If you die before you receive your entire interest in this Contract, your Beneficiary may elect to continue to receive payments under this Contract for the remaining term of your life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

Provisions Applicable to a Special Surviving Spouse

If you are a Special Surviving Spouse, your interest in this inherited Roth IRA Contract will be distributed, over your life expectancy, starting on the BCO Distribution Commencement Date. Your BCO Distribution Commencement Date can be no later than the end of the calendar year in which the Deceased Owner would have attained age 70½, or the end of the calendar year following the calendar year of the Deceased Owner's death, whichever is later.

If you die before the BCO Distribution Commencement Date, and before Required Minimum Distribution payments have commenced to you, your interest in this Contract will be distributed, starting no later than the end of the calendar year following the calendar year of your death, over the remaining life expectancy of your Beneficiary. Your Beneficiary's life expectancy will be determined using such Beneficiary's age as of his or her birthday in the year following your death. If you die after the BCO

Distribution Commencement Date and after Required Minimum Distribution payments have commenced, if your Beneficiary so elects, any remaining Annuity Account Value will continue to be distributed to your Beneficiary over your remaining life expectancy, as described below.

How Payments Are Calculated

The amount of each annual payment is determined by dividing your remaining entire interest in this inherited Roth IRA Contract as of the end of the calendar year prior to the payment by your remaining life expectancy. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used. For this purpose, your entire interest in this inherited Roth IRA Contract is the Annuity Account Value plus the actuarial present value of any additional annuity contract benefits (such as guaranteed death benefits). Where the Contribution is made to this inherited Roth IRA after the end of that prior calendar year, we will calculate the initial payment using the value of your interest in the Original Roth IRA as of the end of the prior calendar year. In no event shall a BCO Distribution exceed the remaining Annuity Account Value on the date of payment.

How Life Expectancy is Determined

Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9, or any successor Regulation.

General Rule

Life expectancy is determined using your age as your birthday in the calendar year following the calendar year of the Deceased Owner's death ("Base Year"). Your remaining life expectancy for a year is the number in the Single Life table corresponding to your age in the Base Year described in the preceding sentence and reduced by one (1) for each subsequent year. If the Owner of this Contract is a see-through trust, the Annuitant's life expectancy is used.

Provisions Applicable to a Special Surviving Spouse

If you are a Special Surviving Spouse, your life expectancy is determined each year beginning with the calendar year that includes the BCO Distribution Commencement Date.

Your remaining life expectancy for a year is the number in the Single Life Table corresponding to your age in that year.

If you die before the BCO Distribution Commencement Date and before Required Minimum Distribution payments begin to you, the Base Year for your Beneficiary is the calendar year following the calendar year of your death. That Beneficiary's remaining life expectancy for a year is determined under "General Rule" above. If you die after the BCO Distribution Commencement Date and after Required Minimum Distribution payments begin to you, your Beneficiary may elect to receive such interest over a period no longer than your life expectancy in the calendar year of your death. Payments will be made in accordance with the "General Rule" above; however, the Base Year will be the calendar year of your death.

How is it determined whether Required Minimum Distribution payments have commenced to a Special Surviving Spouse

For purposes of this Section, Required Minimum Distribution payments are considered to begin to a Special Surviving Spouse by the date which is the later of the end of the calendar year following the calendar year of the Deceased Owner's death or the end of the calendar year in which the Deceased Owner would have attained age 70½.

Annual payments; potential aggregation with other inherited Roth individual retirement arrangements.

This inherited Roth IRA Contract is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for the remaining portion of your Interest in the Deceased Owner's Original Roth IRA directly transferred to this Contract. The BCO Distributions consist of payments no less frequently than annually beginning on the BCO Distribution Commencement Date. We will make these distributions at least once a calendar year in accordance with the Code and applicable Treasury Regulations. Subject to our approval, you may request more frequent than annual payments, however, once payments have started they cannot be stopped, unless a surrender of this Contract occurs. Payments must be made every year except as specifically indicated below.

In the circumstances described in this and the following paragraphs, if you have also been designated beneficiary under at least one other of the Deceased Owner's Roth individual retirement arrangements, you may choose to take the post-death Required Minimum Distribution payments calculated for this inherited Roth IRA Contract from another of the Deceased Owner's Roth individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. This provision directs that the post-death Required Minimum Distribution be calculated separately for each Roth IRA. The separately-calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's Roth IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code.

For this purpose, the following individual retirement arrangements may not be aggregated with this inherited Roth IRA Contract:

- an account or contract that you own not as a beneficiary, but as the Roth IRA owner in your own right;
- an account or contract that you own as a nonspousal beneficiary of a deceased participant under an Applicable Plan, even if the deceased participant under such Plan is the same as the Deceased Owner named on the cover page and in the Data Pages;
- an account or contract that you own as a beneficiary of the Deceased Owner named on the cover page and in the Data Pages, if you have elected to take your interest in the account or contract by the end of the calendar year containing the fifth anniversary of the Deceased Owner's death in accordance with Section 401(a)(9)(B)(ii) of the Code; or
- a contract you have irrevocably annuitized under Treasury Regulation Section 1.401(a)(9)-6.

Distributions from Section 403(b) contracts, 403(b) custodial accounts, or traditional IRAs inherited from the Deceased Owner also will not satisfy the distribution requirements from inherited Roth IRAs.

In order for us to suspend a BCO Distribution that we would otherwise make, you must give us advance notice in accordance with our procedures at the time. We may request that you document eligibility to take withdrawals from another Roth individual retirement arrangement inherited from the Deceased Owner.

PART IX-GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as an inherited Roth individual retirement annuity under Sections 408A(b), 408(b) and 408(d)(3)(C) of the Code, we will have the right to terminate this Contract. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an inherited Roth individual retirement annuity which meets the terms of Sections 408A(b), 408(b) and 408(d)(3)(C) of the Code.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this inherited Roth IRA Contract cannot be changed.

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

The following new Section is added:

SECTION 9.11 OWNER AND ANNUITANT REQUIREMENTS

Rules applicable to the Annuitant.

When this Contract is owned by an individual in his or her capacity as beneficiary the Owner must also be the Annuitant.

When this Contract is owned by a see-through trust in its capacity as beneficiary the Annuitant is the oldest beneficiary of such trust.

When this Contract is owned by a custodial inherited Roth IRA for benefit of an individual beneficiary of a deceased individual, the individual designated as beneficiary of the Deceased Owner's Original Roth IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be, must be the Annuitant.

When this Contract is owned by a custodial inherited Roth IRA for benefit of a see-through trust beneficiary of a deceased individual, the oldest beneficiary of such trust must be the Annuitant.

Rules applicable to the Owner.

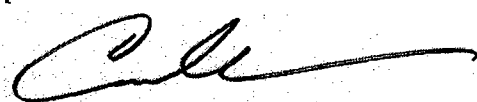
When this Contract is owned by an individual in his or her capacity as beneficiary of the Deceased Owner's Original Roth IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be, the Owner must also be the Annuitant.

The only permissible Non-natural Owners are a "see-through trust beneficiary" or a trustee or custodian of an inherited Roth individual retirement account, also referred to in this Contract as a "custodial inherited Roth IRA."

When this Contract is owned by a see-through trust, the trust must have been designated beneficiary under the Deceased Owner's Original Roth IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be.

When this Contract is owned by a custodial inherited Roth IRA, the IRA must meet the requirements of Sections 408A(b), 408(a) and 408(d)(3)(C) of the Code. It must be the Deceased Owner's Original Roth IRA or it must be an inherited Roth individual retirement account newly and timely established by direct rollover from an Applicable Plan for the benefit of a beneficiary who is not the surviving spouse of a Deceased Participant. The custodial inherited Roth IRA must be maintained for the benefit of the designated beneficiary of the Deceased Owner's Original Roth IRA or the Deceased Participant's interest in the Applicable Plan, as the case may be. If such beneficiary is an individual, that individual must also be the Annuitant. If such beneficiary is a see-through trust, the custodial inherited Roth IRA must designate the oldest beneficiary of such trust as the Annuitant.

AXA EQUITABLE LIFE INSURANCE COMPANY

[


Christopher M. Condrón
 President and Chief Executive Officer]

[


Karen Field Hazin, Vice-President,
 Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO CUSTODIAL [ROTH] IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

When issued with this endorsement and the Endorsement Applicable to [Roth] IRA Contracts, this Contract is a Custodial [Roth] IRA Contract.

If the Owner of the Contract is a trustee or custodian under Section 408 of the Code and pertinent Regulations, this IRA Contract is an annuity contract which may be used to fund an individual retirement account which meets the requirements of Section 408(a) 408(b) of the Code. The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. You should comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent penalties.

This IRA Contract is established for the exclusive benefit of you and your beneficiaries, and the terms below change, or are added to, applicable sections of this Contract. Also, your entire interest under the Contract is not forfeitable.

The Effective Date of this Endorsement is your Contract Date.

PART I - DEFINITIONS

1. **Owner:** *The following is added to the existing definition:*

Where the Contract is purchased to fund an individual retirement account under Section 408(a) 408(b) of the Code, the Owner must be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. In such a case "you" and "your" refer to the Annuitant where required by context.

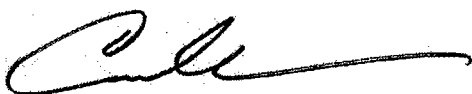
2. **Death Benefit:** *The following is added to the existing section:*

If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Section 408(a) 408(b) of the Code and pertinent Regulations, in this Item of the Endorsement "you" refers to the Annuitant (and your spouse can be named successor Annuitant).

3. **[Minimum Distribution Requirements:** Unless the Owner affirmatively requests Minimum Distribution Requirement ("RMD") distributions under the provisions of the Endorsement Applicable to [IRA Contracts] which provides for distributions to comply with minimum distribution requirements under the Code, such provisions do not apply to this Contract. Unless RMD distributions have been requested we will make distributions from this Contract only upon request by the Owner in accordance with Part V, Withdrawals and Termination. The custodian or trustee of the IRA custodial account is solely responsible for the tax treatment of this Contract and any withdrawals or distributions from the Contract.]

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condrón
Chairman, President and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

RETIREMENT CORNERSTONESM SERIES ADV

Enrollment Form/Application

Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. 2010GVAC and
Application for Individual Contract

Please make checks payable to:
AXA Equitable
First-Class Mail:
AXA Equitable
Retirement Service Solutions
P.O. Box 1577
Secaucus, NJ 07096-1577



AXA EQUITABLE

Express Mail:

AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619]

For Assistance, please call [888-517-9900]
[www.axa-equitable.com]

CONTRACT SPECIFICS

1. Type of Contract

- A. ☐ Non-Qualified
☐ Traditional IRA
☐ Roth IRA
☐ Inherited IRA BCO Direct Transfer of Decedent IRA¹
- ☐ Inherited Roth IRA BCO Direct Transfer of Decedent Roth IRA¹
☐ Non Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹]

¹ GIB and Special Money Market DCA are not available.

B. Total Initial Contribution(s): \$ _____

Specify Method(s) of Payment:

- [☐ Check or Wire
☐ 1035 Exchange (from Single Owner Contract, NQ only)
☐ 1035 Exchange (from Joint Owner Contract, NQ only)
☐ CD or Mutual Fund Proceeds (NQ only)
☐ Direct Transfer (IRA or Roth)
☐ Rollover (IRA or Roth)
☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA BCO only)¹]

¹ GIB and Special Money Market DCA are not available.

2. Account Registration (Please print)

A. Owner (Must be legal resident of US.)

- [☐ Individual ☐ Trust ☐ UGMA/UTMA (State _____ Child's SSN _____)
☐ Custodian (IRA/Roth) ☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner
☐ Non-Spousal Beneficiary of Deceased QP Participant]
☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City _____ State _____ ZIP Code _____

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 9.

Email Address _____

PATRIOT Act Information:¹

- [1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No]

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

¹ The Annuitant must complete this section if the Owner is not an individual.]

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104



B. Joint Owner

(Must be legal resident of US.) NQ only

☐ Male
☐ Female
Date of Birth (mm/dd/yyyy)

Name (First) (Middle Initial) (Last)
Taxpayer Identification Number (Please check one.)
☐ SSN
☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted
City
State
ZIP Code

Joint Owner Form of Identification (Please check one.)
☐ Valid Driver's License
☐ Passport
☐ State Issued ID

Identification Number
Exp. Date

Email Address

C. Annuitant

(If other than Owner.)

☐ Male
☐ Female
Date of Birth (mm/dd/yyyy)

Name (First) (Middle Initial) (Last)
Taxpayer Identification Number (Please check one.)
☐ SSN
☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted
City
State
ZIP Code

If the Owner is not an individual the Annuitant must complete the Patriot Act Information section on the previous page.

D. Joint Annuitant

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male
☐ Female
Date of Birth (mm/dd/yyyy)

Name (First) (Middle Initial) (Last)
Taxpayer Identification Number (Please check one.)
☐ SSN
☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted
City
State
ZIP Code

3. Beneficiary(ies)

(Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1.
Primary Beneficiary Name
Relationship to Owner
Date of Birth (optional)

2.
Primary Beneficiary Name
Relationship to Owner
Date of Birth (optional)

3.
Primary Beneficiary Name
Relationship to Owner
Date of Birth (optional)

B. Contingent

1.
Contingent Beneficiary Name
Relationship to Owner
Date of Birth (optional)

2.
Contingent Beneficiary Name
Relationship to Owner
Date of Birth (optional)

3.
Contingent Beneficiary Name
Relationship to Owner
Date of Birth (optional)

OPTIONAL GUARANTEED BENEFIT RIDER ELECTIONS

Benefit Election Eligibility

Owner Issue Ages [20-75]

- The Guaranteed Benefit Riders are only available to owner issue ages [20-75.]
- We will automatically issue the contract with the Guaranteed Income Benefit (GIB) combined with the Return of Principal death benefit unless you elect otherwise in Section 4A and or 4B.
- If you accept the default benefit rider, please proceed to Section 5.

Owner Issues [76] and Older

- For Owner issue ages [76] and older, the GIB and Guaranteed Minimum Death Benefit (GMDB) are not available. Please proceed to Section 5.

The Death benefit, if any, in connection with the Performance Account is equal to amounts in the Performance Account Investment Options.

- The benefit riders are optional and may only be chosen at the time of the application. There are additional charges for these riders, unless otherwise noted.
- If you opt out of the GIB at issue by declining it below in section 4A, you will not be able to add it later.
- Benefits under these riders apply only to amounts allocated to the Protection Account Investment Options.
- You may allocate amounts to the Protection Account Investment Options immediately or at a future date, subject to the terms and limitations of the contract.
- If you do not allocate amounts to the Protection Account Investment Options, these rider(s) will have no value under your contract until you allocate amounts at a future date.

4A: Guaranteed Income Benefit (GIB)¹


 **Eligible contracts will automatically issue with the GIB combined with the Return of Principal death benefit².**

To opt out of the GIB, please check the box below.

☐ I decline the GIB

4B: Guaranteed Minimum Death Benefit (GMDB)

To elect a GMDB **other than** the Return of Principal death benefit², please make an election below:

-  ☐ Greater of Annual Roll up to age [85] or Highest Anniversary Value to age [85] death benefit **(Available only if you did not opt out of the GIB in section 4A)**
- ☐ Highest Anniversary Value to age [85] death benefit **(Available as a standalone death benefit for Owner issue ages [0-75] or in combination with GIB).**

¹ Not Available for Inherited IRA/Inherited Roth IRA.

² There is no charge for the Return of Principal death benefit.

INVESTMENT SELECTION

- You must allocate 100% of your initial contributions to either the Investment Options in Section 5A **OR** any Special Money Market DCA in Section 5B.
- All future allocations will be allocated according to the percentages below unless instructed otherwise by you.
- Contributions received after the Special DCA program terminates will be allocated to the Performance Account Investment Options and the Protection Account Investment Options according to the instructions below.
- If you do not allocate amounts to the Protection Account Investment Options, the optional rider(s) will have no value under your contract until you allocate amounts at a future date.

PERFORMANCE ACCOUNT Investment Options

Enter the total percent you wish to allocate to your Performance Account below. Percentages must be whole numbers.

Total Percent Allocated to Performance Account Investment Options _____%

PROTECTION ACCOUNT Investment Options

The Protection Account Investment Options are only available to owner issue ages 0–75. Enter the total percent you wish to allocate to your Protection Account Investment Options below. Percentages must be whole numbers.

Total Percent Allocated to Protection Account Investment Options _____%

Total Performance Account Investment Options percentage plus Protection Account Investment Options percentage must equal 100%

Choose either A or B below.

5A: ☐ Immediate Allocation

- Allocate immediately to the Performance Account Investment Options and/or the Protection Account Investment Options .

5B: ☐ Special Money Market Dollar Cost Averaging Program

- **Note:** Special Money Market DCA is not available with Inherited IRA/Inherited Roth IRA

Check box for one time period.

[☐ 3 months ☐ 6 months ☐ 12 months]

- You may have one DCA program in effect at any given time.
- You may designate either or both the Performance Account Investment Options and the Protection Account Investment Options as the destination Option for DCA.

PERFORMANCE ACCOUNT Investment Options

Percentages must be whole numbers

Allocation %

Asset Allocation

_____ %	All Asset Allocation
_____ %	AllianceBernstein Balanced Wealth Strategy Portfolio
_____ %	AXA Aggressive Allocation
_____ %	AXA Balanced Strategy
_____ %	AXA Conservative Growth Strategy
_____ %	AXA Conservative Strategy
_____ %	AXA Growth Strategy
_____ %	AXA Moderate Allocation
_____ %	AXA Moderate Growth Strategy
_____ %	AXA Moderate-Plus Allocation
_____ %	BlackRock Global Allocation V.I. Fund
_____ %	EQ/Franklin Core Balanced
_____ %	EQ/Franklin Templeton Allocation
_____ %	Fidelity® VIP Asset Manager: Growth® Portfolio
_____ %	Franklin Income Securities Fund
_____ %	Franklin Templeton VIP Founding Funds Allocation Fund
_____ %	Ivy Funds VIP Asset Strategy
_____ %	Fidelity® VIP Freedom 2015 Portfolio
_____ %	Fidelity® VIP Freedom 2020 Portfolio
_____ %	Fidelity® VIP Freedom 2025 Portfolio
_____ %	Fidelity® VIP Freedom 2030 Portfolio

Large Cap

_____ %	American Century VP Large Company Value
_____ %	BlackRock Large Cap Growth V.I. Fund
_____ %	EQ/BlackRock Basic Value Equity
_____ %	EQ/Boston Advisors Equity Income
_____ %	EQ/Capital Guardian Growth
_____ %	EQ/Capital Guardian Research
_____ %	EQ/Davis New York Venture
_____ %	EQ/JPMorgan Value Opportunities
_____ %	EQ/Montag & Caldwell Growth
_____ %	EQ/Mutual Large Cap Equity
_____ %	EQ/T. Rowe Price Growth Stock
_____ %	EQ/Van Kampen Comstock
_____ %	EQ/Wells Fargo Advantage Omega Growth
_____ %	Fidelity® VIP Contrafund® Portfolio
_____ %	Ivy Funds VIP Dividend Opportunities
_____ %	Lord Abbett Classic Stock (VC)
_____ %	MFS® Investors Growth Stock Series
_____ %	MFS® Investors Trust Series
_____ %	Mutual Shares Securities Fund

Mid Cap

_____ %	American Century VP Mid Cap Value
_____ %	EQ/Morgan Stanley Mid Cap Growth
_____ %	Fidelity® VIP Mid Cap Portfolio
_____ %	Goldman Sachs VIT Mid Cap Value Fund
_____ %	Invesco V.I. Mid Cap Core Equity Fund
_____ %	Ivy Funds VIP Mid Cap Growth
_____ %	Lord Abbett Growth Opportunities (VC)

Small Cap

_____ %	EQ/AllianceBernstein Small Cap Growth
_____ %	EQ/AXA Franklin Small Cap Value Core
_____ %	EQ/GAMCO Small Company Value
_____ %	Invesco V.I. Small Cap Equity Fund
_____ %	Ivy Funds VIP Small Cap Growth

Hybrid/PLUS

_____ %	EQ/Global Multi-Sector Equity
_____ %	EQ/International Core PLUS
_____ %	EQ/Large Cap Growth PLUS
_____ %	EQ/Large Cap Value PLUS
_____ %	EQ/Mid Cap Value PLUS

Allocation %

International/Global

_____ %	AllianceBernstein International Growth Portfolio
_____ %	EQ/AllianceBernstein International
_____ %	EQ/BlackRock International Value
_____ %	EQ/International Growth
_____ %	EQ/Oppenheimer Global
_____ %	EQ/Templeton Global Equity
_____ %	Invesco V.I. International Growth Fund
_____ %	Lazard Retirement Emerging Markets Equity Portfolio
_____ %	MFS® International Value Portfolio
_____ %	Templeton Developing Markets Securities Fund
_____ %	Templeton Foreign Securities Fund
_____ %	Templeton Growth Securities Fund

Sector/Specialty

_____ %	EQ/GAMCO Mergers and Acquisitions
_____ %	Invesco V.I. Financial Services Fund
_____ %	Invesco V.I. Global Real Estate Fund
_____ %	Invesco V.I. Leisure Fund
_____ %	Ivy Funds VIP Energy
_____ %	Ivy Funds VIP Global Natural Resources
_____ %	Ivy Funds VIP Science & Technology
_____ %	MFS® Technology Portfolio
_____ %	MFS® Utilities Series
_____ %	PIMCO VIT CommodityRealReturn® Strategy Portfolio
_____ %	ProFund VP Bear
_____ %	ProFund VP Biotechnology
_____ %	RydexISGI VT Managed Futures Strategy Fund
_____ %	RydexISGI VT Alternative Strategies Allocation Fund
_____ %	Rydex VT Inverse S&P Strategy
_____ %	T. Rowe Price Health Sciences Portfolio - II
_____ %	Van Eck VIP Global Hard Assets Fund

Index/ATM

_____ %	AXA Tactical Manager 400
_____ %	AXA Tactical Manager 500
_____ %	AXA Tactical Manager 2000
_____ %	AXA Tactical Manager International
_____ %	EQ/Common Stock Index
_____ %	EQ/Equity 500 Index
_____ %	EQ/International ETF
_____ %	EQ/Large Cap Growth Index
_____ %	EQ/Large Cap Value Index
_____ %	EQ/Mid Cap Index
_____ %	EQ/Small Company Index

Fixed Income

_____ %	EQ/Core Bond Index
_____ %	EQ/Global Bond PLUS
_____ %	EQ/Intermediate Government Bond Index
_____ %	EQ/Money Market
_____ %	EQ/PIMCO Ultra Short Bond
_____ %	Fidelity® VIP Strategic Income Portfolio
_____ %	Franklin Strategic Income Securities Fund
_____ %	Guaranteed Interest Option (GIO) (maximum [25%])
_____ %	Invesco V.I. High Yield
_____ %	Ivy Funds VIP High Income
_____ %	Lord Abbett Bond Debenture (VC)
_____ %	PIMCO VIT Emerging Markets Bond Portfolio
_____ %	PIMCO VIT Real Return Strategy Portfolio
_____ %	PIMCO VIT Total Return Portfolio
_____ %	Templeton Global Bond Securities Fund

100%
TOTAL%

Performance Account Investment Options*

* This amount represents 100% of the percentage in shown above in the Performance Account Investment Option section.

PROTECTION ACCOUNT Investment Options

Percentages must be whole numbers

Category 1:

AXA Strategic Allocation – There is no minimum or maximum for this Category.

Allocation %

_____ % GB AXA Balanced Strategy
_____ % GB AXA Conservative Growth Strategy
_____ % GB AXA Conservative Strategy
_____ % GB AXA Moderate Growth Strategy

Category 2:

Fixed Income – You must allocate at least ~~40%~~ of your Contribution to this Investment Option Category if you allocate any percents to Category 3.

Allocation %

_____ % GB EQ/Core Bond Index
_____ % GB EQ/Intermediate Government Bond Index

Category 3:

Equity – If you elect this Category, you must allocate at least ~~40%~~ to Category 2, Fixed Income. You may allocate up to ~~60%~~ of your Contribution to this Investment Option Category.

Allocation %

_____ % GB AXA Growth Strategy
_____ % GB AXA Tactical Manager 400*
_____ % GB AXA Tactical Manager 500
_____ % GB AXA Tactical Manager 2000*
_____ % GB AXA Tactical Manager International

* Allocations to each of these Investment Options may not exceed 10%.

**Protection Account Investment Options TOTALS – MUST
EQUAL 100%**

_____ % + _____ % + _____ % = 100 %
Category 1 Category 2 Category 3 TOTAL**

** This amount represents 100% of the percentage shown above in the Protection Account Investment Options section.

6. Broker Transfer Authority Disclosure

☐ **Yes.** I have given authority to my financial professional to act as my agent and provide to AXA Equitable Investment Option transfer instructions by telephone or electronically, and I hereby authorize AXA Equitable to act on such instructions. I understand and acknowledge that AXA Equitable (i) may rely in good faith on the stated identity of the person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as we receive written notification in our processing office that broker transfer authority has been terminated. Upon receipt of such notification, AXA Equitable will terminate the financial professionals ability to provide transfer instructions on your behalf. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

7. Current Insurance

1. Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If **Yes** to question number 2, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

8. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

9. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted	City	State	Zip Code

10. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

11. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders.

OPTIONAL GUARANTEED BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application.
- To receive the benefits under the rider(s), you must allocate amounts to the Protection Account Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Protection Account Investment Options, I/we will thereafter not be able to create or add to the benefit base.
- The rollup rate used for the rollup benefit bases under GIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value.
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce.
- Allocations made to the Protection Account Investment Option will automatically be rebalanced on a quarterly basis.
- The reset feature provided in conjunction with the GIB and GMDB is automatic and may trigger an increase in charge on a contract (subject to any maximum) if a reset occurs. The reset feature is available to age 95 for the GIB and age 85 for GMDB. You will have the option to opt out of the reset and increased charge.
- Withdrawals under the Certificate/Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

11. Signature and Acknowledgements (Continued)

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at [1-800-789-7771] and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X

Proposed Owner's Signature Signed at: City, State Date

X

Proposed Annuitant's Signature (if other than Owner) Signed at: City, State Date

X

Proposed Joint Owner's Signature (if other than Annuitant) Signed at: City, State Date

X

Proposed Joint Annuitant's Signature (if other than Owner) Signed at: City, State Date

12. Registered Representative Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity and age by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Registered Representative Signature Social Security Number Rep. Code

Print Name % () - Phone Number

Client Account Number at Broker-Dealer Email Address Broker Dealer Name

X

Secondary Registered Representative Signature Social Security Number Rep. Code

Print Name % () - Phone Number

<i>SERFF Tracking Number:</i>	<i>ELAS-126777923</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46557</i>
<i>Company Tracking Number:</i>	<i>ICC10BASE1-A</i>		
<i>TOI:</i>	<i>A02.II Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.II.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Retirement Cornerstone</i>		
<i>Project Name/Number:</i>	<i>Retirement Cornerstone II ADV/ICC10BASE1-A</i>		

Supporting Document Schedules

	Item Status:	Status
		Date:

Satisfied - Item: Variable Text/SOV Memorandums

Comments:

Attachments:

SOV - RC 11- SOV for Contract -Data Pages (ICC10).pdf
 VTM ICC10GIBI_cleangp.pdf
 VTM 2011GMDB_cleangp.pdf
 VTM - RC11-VTM for Endorsements.pdf
 VTM - RC11-VTM for Market Endorsements.pdf
 VTM - variable text ADV 2010 Generic Application.pdf

	Item Status:	Status
		Date:

Satisfied - Item: Filing Letter

Comments:

Attachment:

AR RC ADV Ind Ltr Walsh Richard.pdf

	Item Status:	Status
		Date:

Satisfied - Item: Compliance Certification

Comments:

Attachments:

Arkansas Ret Crn ADV II ComplianceBull11-83Crt.pdf
 Arkansas Ret Crn ADV II ComplianceCrt Regulation 19s 10B.pdf
 ArkansasConsentToSubmitRatesCrt.pdf

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Contract Forms ICC10BASE1-A and ICC10BASE1-B (depending on jurisdiction) marketed as AXA Equitable's "Retirement Cornerstone 11 -Series ADV"

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages shown in brackets. When applicable, alternate text is provided. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Contracts ICC10BASE1-A and ICC10BASE1-B

1. **Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.
2. **Cover Page:** The Company's address may change in the future.
3. **Cover Page:** Officer's signatures are bracketed and may change in the future.

Data Pages ICC10DPADV:

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
- 1a. **Data Page 1 (This item applies to Inherited IRA/Roth IRA Contracts only.):** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation "Special Surviving Spouse" will appear after the Owner's name and the Original Owner's date of death will be shown.
- 1b. **Data Page 1 (This item applies to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts only.):** If the Contract is issued as a Non-Spousal Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant's name and date of death will be shown here.
2. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
3. **Data Pages 1 and 2, "Investment Option Endorsement" and Optional Riders:** Any Benefit Endorsement or Optional Riders that an Owner elects applicable to a Contract will be listed on the Data Pages.
4. **Data Page 2:** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. The range for age 95, is 80 to 105.
5. **Data Page 2, "Maturity Date":** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. *This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contract.*
6. **Data Page 2, "BCO Distribution Commencement Date":** The BCO Distribution Commencement Date will appear, in lieu of the Maturity Date, for Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Contracts (also referred to as "Non-Spousal QP to Inherited IRA BCO Contracts").
7. **Data Page 3 and throughout the Data Pages,** If GIB and/or an optional GMDB is elected, the GIB and/or GMDB text shown in the Data Pages will appear on the Owner's Data Pages. If GIB

and/or an optional GMDB is **not** elected, and unless alternate text is shown in the Data Pages, **no text will appear** on the Owner's Data Pages.

8. **Data Page 3, "Initial [Annual] Rollup Rate", "Initial Deferral Bonus Rollup Rate", "Ten Year Treasuries Formula Rate" and Deferral Bonus Ten Year Treasuries Formula Rate"** : If GIB or the "Greater of Death Benefit" is elected the Rollup Rate text will appear. The Annual and Deferral Rollup Rate will be set each calendar quarter for Contract Date Anniversaries during that quarter, and currently will be applicable for one Contract Year. The one year, or initial "Annual" applicability may change to a period from 2 months to 2 years. The 4.00% rate will have a range of 0.50% to 5.00% and the 7.00% rate will have a range of 5.00% to 10.00%. The Deferral Bonus rate of 9.00% will have a range of 5.00% to 15.00%. We may set an annual Rollup Rate greater than the rate derived from the Indexed Rollup Rate formula.

Initial [Annual] Rollup Rate:

Rates Shown	Range
5.00%	1.5% to 7.00%

Initial Deferral Bonus Rollup Rate:

Rates Shown	Range
7.00%	5.00% to 10.00%

If the initial Annual Rollup Rate is greater than the rate derived from the Ten Year Treasuries formula or if the initial Deferral Bonus Rollup Rate is greater than the rate derived from the Deferral Bonus Ten Year Treasuries formula, the following sentence will then appear in the Data Pages: "This rate is greater than the rate derived from the formula shown below".

The paragraph below the Table is alternate text which will appear if the guaranteed minimum rollup rate will change at specified intervals during the term of the Contract. The various duration of Rider minimum rates will be the minimum rates in effect at the time of issue and are guaranteed for the duration of the Rider as shown in the Table below. The rates and durations shown below may vary as follows.

Rates Shown	Range
0.10%	0.10% to 0.40%
1.00%	0.05% to 3.00%
1.50%	0.50% to 5.00%
2.00%	
4.00%	
5.00%	1.50% to 7.00%
7.00%	5.00% to 10.00%
9.00%	5.00% to 15.00%
Duration/Period Shown	Range/[Alternate Text]
Annual, One year, Contract Year or First Contract Year	2 Months to 2 years
First Contract Date Anniversary, Contract Date Anniversary,	First 2 Months following the Contract Date to 10 Contract Years

5 Contract Years	One Month to 10 Contract Years
6 th Contract Year	
Each	[The], one to five years; each Contract Date Anniversary to the fifth Contract Anniversary
20 days	5 – 30 days
15 th day	1 st – 31 st day
Quarter	Month-annual
Text Shown	Range/[Alternate Text]
Ten-year	Treasury Index may change to an index of a different Treasury maturity within a range of 5-year to 15-year Treasuries.
Nearest	[Lowest]
Plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]	is a discretionary additional amount that may not apply.

[After your first [Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[5] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%].]

As an alternative to the rate formula shown in the Data Pages, the Company may apply the following provision pertaining to the formula in lieu thereof:

If GIB is elected the following will appear:

Initial Annual Rollup Rate:

Your initial Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.]

the
Your Initial Deferral Bonus Rollup Rate [7.00%] [This rate is greater than the rate derived from the formula shown below.]

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [7%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your first [Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[5] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [9%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

9. **Data Page 4 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

10. **Data Pages 4-5, “Investment Options”:** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable’s Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

We reserve the right to limit the number of Investment Options an Owner may elect to 90. “90” may vary from 50 to 150.

• Performance Account Investment Options

The Investment Options and allocation percentage elected by the Owner will be listed in the Data Pages. The Data Pages show an illustrative list of Variable Investment Options. Shown below is the list of the Performance Account Investment Options available under this Contract. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

<u>Asset Allocation</u>	<u>International/Global</u>
All Asset Allocation	AllianceBernstein International Growth Portfolio
AllianceBernstein Balanced Wealth Strategy Portfolio	EQ/AllianceBernstein International
AXA Aggressive Allocation	EQ/BlackRock International Value
AXA Balanced Strategy	EQ/International Growth
AXA Conservative Growth Strategy	EQ/Oppenheimer Global
AXA Conservative Strategy	EQ/Templeton Global Equity
AXA Growth Strategy	Invesco V.I. International Growth Fund
AXA Moderate Allocation	Lazard Retirement Emerging Markets Equity Portfolio
AXA Moderate Growth Strategy	MFS® International Value Portfolio
AXA Moderate-Plus Allocation	Templeton Developing Markets Securities Fund
BlackRock Global Allocation V.I. Fund	Templeton Foreign Securities Fund
EQ/Franklin Core Balanced	Templeton Growth Securities Fund
EQ/Franklin Templeton Allocation	
Fidelity® VIP Asset Manager: Growth® Portfolio	<u>Sector/Specialty</u>
Franklin Income Securities Fund	EQ/GAMCO Mergers and Acquisitions
Franklin Templeton VIP Founding Funds Allocation Fund	Invesco V.I. Financial Services Fund
Ivy Funds VIP Asset Strategy	Invesco V.I. Global Real Estate Fund
Fidelity® VIP Freedom 2015 Portfolio	Invesco V.I. Leisure Fund
Fidelity® VIP Freedom 2020 Portfolio	Ivy Funds VIP Energy
Fidelity® VIP Freedom 2025 Portfolio	Ivy Funds VIP Global Natural Resources
Fidelity® VIP Freedom 2030 Portfolio	Ivy Funds VIP Science & Technology
	MFS® Technology Portfolio
<u>Large Cap</u>	MFS® Utilities Series
American Century VP Large Company Value	PIMCO VIT CommodityRealReturn® Strategy Portfolio
BlackRock Large Cap Growth V.I. Fund	ProFund VP Bear
EQ/BlackRock Basic Value Equity	ProFund VP Biotechnology
EQ/Boston Advisors Equity Income	Rydex SGI VT Managed Futures Strategy Fund
EQ/Capital Guardian Growth	Rydex SGI VT Alternative Strategies Allocation Fund
EQ/Capital Guardian Research	Rydex VT Inverse S&P Strategy
EQ/Davis New York Venture	T. Rowe Price Health Sciences Portfolio - II
EQ/JPMorgan Value Opportunities	Van Eck VIP Global Hard Assets Fund
EQ/Montag & Caldwell Growth	
EQ/Mutual Large Cap Equity	<u>Index/ATM</u>
EQ/T. Rowe Price Growth Stock	AXA Tactical Manager 400
EQ/Van Kampen Comstock	AXA Tactical Manager 500
EQ/Wells Fargo Advantage Omega Growth	AXA Tactical Manager 2000
Fidelity® VIP Contrafund® Portfolio	AXA Tactical Manager International

Ivy Funds VIP Dividend Opportunities	EQ/Common Stock Index
Lord Abbett Classic Stock (VC)	EQ/Equity 500 Index
MFS® Investors Growth Stock Series	EQ/International ETF
MFS® Investors Trust Series	EQ/Large Cap Growth Index
Mutual Shares Securities Fund	EQ/Large Cap Value Index
	EQ/Mid Cap Index
Mid Cap	EQ/Small Company Index
American Century VP Mid Cap Value	
EQ/Morgan Stanley Mid Cap Growth	Fixed Income
Fidelity® VIP Mid Cap Portfolio	EQ/Core Bond Index
Goldman Sachs VIT Mid Cap Value Fund	EQ/Global Bond PLUS
Invesco V.I. Mid Cap Core Equity Fund	EQ/Intermediate Government Bond Index
Ivy Funds VIP Mid Cap Growth	EQ/Money Market
Lord Abbett Growth Opportunities (VC)	EQ/PIMCO Ultra Short Bond
	Fidelity® VIP Strategic Income Portfolio
Small Cap	Franklin Strategic Income Securities Fund
EQ/AllianceBernstein Small Cap Growth	Guaranteed Interest Option (GIO) (maximum 25%)
EQ/AXA Franklin Small Cap Value Core	Invesco V.I. High Yield
EQ/GAMCO Small Company Value	Ivy Funds VIP High Income
Invesco V.I. Small Cap Equity Fund	Lord Abbett Bond Debenture (VC)
Ivy Funds VIP Small Cap Growth	PIMCO VIT Emerging Markets Bond Portfolio
	PIMCO VIT Real Return Strategy Portfolio
	PIMCO VIT Total Return Portfolio
	Templeton Global Bond Securities Fund
Hybrid/PLUS	
EQ/Global Multi-Sector Equity	
EQ/International Core PLUS	
EQ/Large Cap Growth PLUS	
EQ/Large Cap Value PLUS	
EQ/Mid Cap Value PLUS	

No more than 25% of the Account for Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limit may range from 0 to 100%

Applicable to the Guaranteed Interest Option. The Guaranteed Interest Option is available only under the Performance Account Investment Options. No more than 25% of the total Annuity Account Value of the Performance Account Investment Options and the Protection Account Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future. The percentage limit may range from 0 to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time. We reserve the right to apply the percentage limit to only the Performance Account Investment Options.

- **Protection Account Investment Options**

If the GIB or an optional GMDB Rider has been elected, then the Protection Account Investment Options are available in addition to the Performance Account Investment Options.

The Investment Options and allocation percentage elected by the Owner's will be listed here. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

[If GIB or an optional GMDB is elected the following will appear]

Subsequent Contributions to the Protection Account Investment Options are not permitted after the date the first Withdrawal is taken from the Protection Account Annuity Account Value.

Transfers and Contributions to Protection Account Investment Options may not exceed a total of [\$1,500,000]. The transfer amount may change within a range of \$500,000 to \$2,500,000.

11. **Data Pages 4-6 "Contribution and Allocations":**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes.

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-85	86	95

* Issue Age is limited to age 70 for Inherited IRA Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

Data Page 4: "Initial Contribution Received" The Owner's initial Contribution amount will appear on Data Page 4.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits to accommodate an optional GIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business. The current maximum contribution amount requirements are \$1,500,000 (\$500,000 for issue ages 81 – 85). The maximum contribution amount may range from \$250,000 (for issue ages 81 – 85) to \$5,000,000 for all AXA Equitable Contracts/s.

Table A: The Contribution limits will be shown in the Contract Owner's Data Pages based on the Owner's market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
\$10,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth) Subsequent Contributions are not permitted under Non-

	Spousal Beneficiary Continuation
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Table B: The following language (based on the Contract Owner's market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be "regular" IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	<p>We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans.</p> <p>We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from an [Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Retirement Cornerstone] Traditional IRA Contract.</p>
Non-Spousal Applicable Plan Beneficiary Inherited IRA Contracts	We will accept a single direct rollover Contribution in accordance with the Section 402 (c) (11) of the Code of your interest as a beneficiary under the Deceased Participant's Applicable Plan. No subsequent Contributions can be made.
Inherited Traditional IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Inherited Roth IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited Roth IRA Contract from your interest as a beneficiary under another Roth individual retirement arrangement under Sections 408A and 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Partial Roth IRA	The minimum contribution amount is the greater of the initial minimum contribution

Conversion Contracts	amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. This percentage may range from 0 to 100%.
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Data Page 6, "Subsequent Contributions": *[The following text will appear for subsequent contributions made to the Performance Account Investment Options.]* Subsequent Contributions can be made until the older of the original Annuitant and Owner attain age 86 or if later, the first Contract Date Anniversary.

[If GIB or an optional GDIB is elected the following will appear in lieu of the above.] Subsequent Contributions to the Protected Account Investment Options can be made until the older of the original Annuitant and Owner attain age 75 or if later, the first Contract Date Anniversary.

The age for subsequent contributions may range from 71 to 86. The first Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary

12. **Data Page 6, "Discontinuance of Contributions and/or Transfers":** If we discontinue Contributions and transfers into all of the Protection Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Performance Account Investment Option corresponding to the Protection Account Investment Option in the allocation instructions. We may reserve the right to discontinue acceptance of contributions and transfers into an individual Protection Account Investment Option. The default Investment Option may change from the AXA Balanced Strategy Investment Option to a similar Investment Option.
13. **Data Page 6, "Contributions and Allocations":** The limit on aggregate Contributions and transfers to the Protection Account Investment Options, of "150%" will range from 100% to 200%. Any Contribution restrictions set forth in an Employer's Plan will appear here.
14. **Data Page 6-7, "Transfer Rules":** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this text to address disruptive activity.
15. **Data Pages 7, "Transfer Percentage Limit":** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 0 to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.
16. **Data Page 7, Transfers rules among the Performance Account Investment Options and the Protection Account Investment Options:** The text shown on the Data Pages will appear if GIB or an optional GMDB has been elected. Transfers from the Performance Account Investment Options to the Protection Account Investment Options are permitted until the older of the original Annuitant and Owner attain age 75, or if later the first Contract Anniversary. Transfers of amounts from your Performance Account Investment Options to the Protection

Account Investment Options are not permitted after the date a Contribution is made to the Performance Account Investment Options subsequent to the date the first Withdrawal is taken from the Protection Account Annuity Account Value. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date. Age 75, may range from 70-95. Transfers to the Protection Account Investment Options may not exceed \$1,500,000. The transfer amount may change within a range of \$500,000 to \$2,500,000.

17. **Data Page 8, “Withdrawals”:** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.
18. **Data Page 8, “Contract Termination”:** The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1000.
19. **Data Page 9, “Normal Form of Annuity”:** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contract.***
20. **Data Page 9, “Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)”:** The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts.
21. **Data Page 9, “Conditions for Payment – (Minimum Amount to be Applied to an Annuity)”:** The current amount is shown on the Data Pages. We reserve the right to change these amounts in the future.
22. **Data Page 9, “Annual Administrative Charge”:** The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed \$85 per Contract Year. The minimum Annuity Account Value of \$50,000 may range from \$25,000 to \$100,000. Once a Contract is issued these amounts will not change.

The following text will appear if the Performance Account Investment Options are elected:

The above charge will be deducted from the Annuity Account Value in the Performance Account Investment Options on a pro rata basis.

[If Protection Account Investment Options are elected, the following will replace the above sentence.]

[The above charge will be deducted from the Annuity Account Value in the Performance Account Investment Options on a pro rata basis. If there is insufficient value or no value in the Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Money Market Dollar Cost Averaging, if applicable, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the Protection Account Investment Options.]

23. **Data Page 10, "Transfer Charges and the Number of Free Transfers":** We reserve the right to limit the number of free transfers in the future. The limitations for free transfers are provided. The charges for any transfer in excess of such limitation are also provided. The maximum charge for any transfer will not exceed \$35.
24. **Data Page 10, "Contract Fee":** Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to change the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. The Contract Fee will range from 0.50% to 1.20%.

The Contract Fee is determined by the Owner's election of Performance Account Investment Options and Protection Account Investment Options and will be reflected on the Data Pages. In addition, a Variable Investment Option Facilitation Charge will apply to certain variable investment options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

**Statement of Variability
For Rider Form ICC10GIB1**

AXA EQUITABLE LIFE INSURANCE COMPANY

For use with Contract Forms ICC10BASE1-A and ICC10BASE1-B (depending on jurisdiction) marketed as AXA Equitable's "Retirement Cornerstone 11 –Series ADV"

The following comments describe the nature and scope of the illustrative and variable material for language contained in the rider shown in brackets. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider ICC10GIB1

1. Pages 1,3, 6, and 11: References to [95th birthday] and [age 95] may be revised to comply with regulatory changes pertaining to annuity contract maturity age requirements. It may also vary based on a change in product design. It may range from age 80 to 105.
2. Pages 1 and 2: Reference to bracketed [first] Contract Date Anniversary may range from first to fifteenth.
3. Page 1: The bracketed text beginning with [The terms and conditions of a spouses's right...] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and the IRA markets; however, additional markets may be added in the future.
4. Page 2: The bracketed text beginning with [Additional terms and conditions applicable to your Protection Account Investment Options...] will appear when the Endorsement Applicable to Protection Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.
5. Page 2: The bracketed text beginning with [minus any Contributions or transfers...] will not appear currently because there is no exclusion period for Contributions and transfers. If this exclusion becomes applicable, the reference to [four prior Contract Years] may vary from [prior Contract Year] to [fifteen prior Contract Years].
6. Page 2: The term [fifth] may range from first to fifteenth.
7. Page 3: The term [annual] may range from [monthly] to [five year]. The term [each Contract Date Anniversary] may vary from [each month] to [each fifth Contract Date Anniversary].
8. Pages 4, 8 and 9: The following sentences and/or sentence fragments will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis.

Page 4: [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amounts withdrawals from the Protection Account Value]

Note: If the above is not included, item “(v)” will be changed to “(iv)”.

Page 4: “An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in Part III.”

Pages 8 and 9: [When the lifetime Required Minimum Distribution (“RMD”) Rules apply to your Contract, and you elect our Automatic RMD Withdrawal Service, any lifetime RMD payment we make to you under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal.] and [Any lifetime RMD amount withdrawal you make under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal. However,] and [If you do not elect our Automatic RMD Withdrawal Service and].

Note that if the above bracketed text is removed as not applicable, the next word (if beginning a new sentence) will be capitalized.

9. Page 5: The phrase [in the second Contract Year] may vary from [immediately] to [in the sixteenth Contract Year]. The phrase [made prior to the second Contract year] may vary from “second Contract Year” to “sixteenth Contract Year.”
10. Page 6: In the Automatic Reset of the GIB Rollup Benefit Base provision, [third] Contract Date Anniversary may range from [first] to the [tenth] Contract Date Anniversary
11. Page 6: In the Automatic Reset of the GIB Rollup Benefit Base provision:
 - i. [45 days] may range from 15 to 120 days
 - ii. “30 days” may range from 15 to 120 days
 - iii. The text [Upon reset, your GIB Benefit Base is capped at [200%] of total Contributions.] will appear if we set a reset limit on the GIB Benefit Base. 200% will range from 101% to 300%.

Page 6: The text beginning with [Any request to opt out...] currently applies under this product. If we do not require mutual termination of the GIB and the “Greater of” GMDB Riders in the future, this text will not appear.

12. Page 7: GIB Payment Table - The age breaks may vary plus or minus ten years. Each GIB Payment Factor may vary plus or minus 200 basis points.
13. Page 7: In the Withdrawals under Automatic Payment Plans provision, the phrase [not start sooner than five years] after your Contract Date may range from the phrase [start immediately] to [not start sooner than fifteen years].

14. Page 7: We may add or delete frequencies to the currently available payment frequencies [monthly, quarterly, annually].
15. Page 9: The following sentence will appear in NQ Contracts only: [If you are older than the Annuitant named under this Contract, your Maturity Date is the Contract Date Anniversary following your attainment of Age [95].]
16. Pages 9 and 10: 6% may range from 4% to 8%.
17. Page 10: The current charge of 0.95% for the Rider will range from 0.50% to 1.40%. The max charge of 1.25% for the Rider will range from 0.80% to 1.70%.
18. Page 10: Age 76 will range from 70 to 95.
19. Page 11: In Part VII, the bracketed paragraph shown in the Rider will appear if the Contract ownership structure is Joint Owner. If the ownership structure is Non-Natural, the text is below will appear:

[For Contracts with Non-Natural Owners, lifetime income is guaranteed for the life of the Annuitant. A GIB that by its terms accumulates to the Contract Date Anniversary following the Owner's [95th] birthday will accumulate to the Contract Date Anniversary following the Annuitant's [95th] birthday. Reference to Owner in this Rider would apply to the Annuitant for purposes of determining GIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [95th] birthday will be limited to the Contract Date Anniversary following the Annuitant's [95th] birthday. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GIB will accumulate to the Contract Date Anniversary following the older Joint Annuitant's [95th] birthday. Reference to Owner in this Rider would apply to the older Joint Annuitant for purposes of determining GIB Payments. Also, any reset will be limited to the Contract Date Anniversary following the [95th] birthday of the older Joint Annuitant.]

20. Page 12: The Home Office address and the officer's signatures will be revised upon any change thereto.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For use with Contract Forms ICC10BASE1-A and ICC10BASE1-B (depending on jurisdiction) marketed as AXA Equitable's "Retirement Cornerstone 11 –Series ADV"

The following comments describe the nature and scope of the illustrative and variable material contained in the riders shown in brackets listed below. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider Descriptions:

"Greater of" GMDB Rider
"Highest Anniversary Value" GMDB Rider
"Return of Principal" GMDB Rider

Rider Form Numbers:

ICC10GMDBGR1
ICC10GMDBHAV1
ICC10GMDBROP1

Rider ICC10GMDBGR1

1. Pages 1, 2, 4, 5 and 7: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.
2. Page 1: The bracketed text beginning with [The terms and conditions of a spouses's right...] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future.
3. Page 2: The bracketed text beginning with [Additional terms and conditions applicable to your Protection Account Investment Options...] will appear when the Endorsement Applicable to Protection Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.
4. Page 2: The term [annual] may range from [monthly] to [five year]. The term [each Contract Date Anniversary] may vary from [each month] to [each fifth Contract Date Anniversary].
5. Page 3: The bracketed text beginning with [including for any required minimum distribution withdrawal...] will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis because an RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments.

Note: If the above is not included, item "(v)" will be changed to "(iv)".

6. Page 4:
 - i. [30 days] may range from 15 to 120 days
 - ii. [third] Contract Date Anniversary may range from the [first] to the [tenth] Contract Date Anniversary
 - iii. [45 days] may range from 15 to 120 days

7. Page 4: The bracketed text beginning with [Any request to opt-out or opt-in...] applies under this product. If we do not require mutual termination of the GIB and the “Greater of” GMDB Riders in the future, this text will not appear.
8. Page 5: The bracketed text explains how the Highest Anniversary Value Benefit Base is adjusted on a pro-rata basis for withdrawals. Alternatively, it may be adjusted on a dollar for dollar basis and the following alternate text will appear: [The Highest Anniversary Value Benefit Base will be reduced on a dollar for dollar basis by all withdrawals from your Protection Account Value.]
9. Page 5: The bracketed text beginning with: [Prior to completion of your [first] Contract Year...] explains that the Rollup to Age 85 Benefit Base is adjusted on a pro-rata basis for the specified number years after the Contract Date. The reference to “first” can range from [first] to [fifteenth]. Alternatively, the Rollup Benefit Base may be adjusted on a dollar for dollar basis and the following text will appear: [your Rollup Benefit Base will be reduced dollar for dollar by all withdrawals from your Protection Account Value.] The reference to “Thereafter” may be deleted.
10. Page 5: The bracketed text beginning with [minus any Contributions or transfers...] will not appear currently because there is no exclusion period for Contributions and transfers. If this exclusion period becomes applicable, the reference to [four prior Contract Years] may vary from [prior Contract Year] to [fifteen prior Contract Years].
11. Page 6: The bracketed text beginning with [Withdrawals made under any automatic withdrawal service we offer...] will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis. The reference to [immediately] could range from [one month after the Contract Date] to [after the first to fifteenth Contract Anniversary Date].
12. Page 6: The charge of [0.95%] for the Rider will range from 0.50% to 1.25%. The maximum charge of [1.10%] for the Rider will range from 0.65% to 1.40%.
13. Page 6: The reference to age [76] may range from 70 to 95.
14. Page 7: The names of the Company’s officers are bracketed and may change in the future.

Rider ICC10GMDBHAV1

- A. The cover sheet will issue only when this Rider is elected post-issue. Therefore the whole block of text is bracketed as variable. This text will also vary based on Contract Owner information.
1. Pages 1, 2, 3, 4 and 5: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.
2. Page 1: The bracketed text beginning with [The terms and conditions of a spouses’s right...] will appear if an attached market segment endorsement contains “Spousal Continuation”. Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future.
3. Page 2: The bracketed text beginning with [Additional terms and conditions applicable to your Protection Account Investment Options...] will appear when the Endorsement Applicable to Protection Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.
4. Page 3: The charge of [0.25%] for the Rider will range from 0.15% to 1.10%.

5. Page 4: The reference to age [76] may range from 70 to 95.
6. Page 4: The bracketed text beginning with: [*Effect of Termination or Change...*] and [Your Death Benefit is terminated automatically...] will appear when the Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s) is issued under a Contract.
7. Page 5: The names of the Company's officers are bracketed and may change in the future.

Rider ICC10GMDBROP1

- A. The cover sheet will issue only when this Rider is elected post-issue. Therefore the whole block of text is bracketed as variable. This text will also vary based on Contract Owner information.
1. Page 1: The bracketed text beginning with [*The terms and conditions of a spouses's right...*] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future.
2. Page 1: The bracketed text beginning with [Additional terms and conditions applicable to your Protection Account Investment Options...] will appear when the Endorsement Applicable to Protection Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.
3. Page 3: The reference to age [76] may range from 70 to 95.
4. Page 4: The bracketed text beginning with: [*Effect of Termination of this Rider on your Death Benefit...*] will appear when the Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s) is issued under a Contract.
5. Page 4: The names of the Company's officers are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For use with Contract Forms ICC10BASE1-A and ICC10BASE1-B marketed (depending on jurisdiction) as AXA Equitable's "Retirement Cornerstone 11 –Series ADV"

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**IRAs**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC10GOA1

1. **Page 1:** The following text will appear in the endorsement when the Guaranteed Interest Option is available and has restrictions on it: [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.]
2. **Page 2, "Investment Option Allocation Table":**
 - Reference to "Category 1", "Category 2" and "Category 3" are placeholders for marketing names which may change in the future.
 - The category names "AXA Strategic Allocation, Fixed Income and Equity" for the Investment Options may change based on the Company's asset classification.
 - The allocation percentage limit for the various Investment Options and Categories minimums and maximums may range from 0 to 100%. If zero, then "None" will appear.
 - The Investment Options listed under "Investment Option Maximum Exceptions" are limited to the maximum allocation percentage shown in the table. The maximum allocation percentage may change in the future and may range from 0% - 100%. Investment Options may be added, removed or the name may change.
3. **Page 3, Part III, "Transfers":** "Fixed Income" is bracketed in the endorsement. If another asset class becomes subject to the same allocation limitation it will be referenced in this section of the endorsement.
4. **Page 3:** The Company Officer's signatures are bracketed and may change in the future.

Endorsement ICC10SMMDCA1

1. **Page 1:** We transfer amounts allocated to the Money Market DCA program on a monthly basis. We may allow transfer on a monthly, quarterly, semi-annual or annual basis.
2. **Page 1:** The programs may vary in duration. Currently we offer 3, 6 or 12 month Special Money Market DCA periods. We may offer program durations up to 24 months in the future.
3. **Page 1:** Minimum initial amount "\$2,000" may range from \$500 to \$25,000.
4. **Pages 1 and 2:** With respect to the bracketed text "in the first Contract Year", such text will appear in endorsements issued under contracts where the subsequent contributions under the Special Money Market Dollar Cost Averaging Program are limited to the first Contract Year.
5. **Page 1:** Minimum subsequent contribution is "\$250" may range from \$50 to \$2500.
6. **Page 2:** Transfer Rules: The text "or into the Guaranteed Interest Option" will appear in the endorsements when amounts may not be transferred into the Guaranteed Interest Option under the program. When transfers are allowed into the Guaranteed Interest Option, the following text will appear "Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages."
7. **Page 2:** The Company Officer's signatures are bracketed and may change in the future.

Endorsement ICC10GBENDO1

1. **Page 1:** "The text "four Contract Years" may range from "one Contract Year" to "Fifteen Contract Years."

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For use with Contract Forms ICC10BASE1-A and ICC10BASE1-B (depending on jurisdiction) marketed as AXA Equitable's "Retirement Cornerstone 11 –Series ADV"

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**IRAs**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC10IRA1

1. **Pages 1, 2, 4 and 10:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 5:** The sentence "The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under "Effect of Death on any Applicable Optional Rider" will appear when an Optional Rider has been elected.
3. **Page 4 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The ages are bracketed and may range from 70 to 95.
4. **Page 11:** The Company Officer's signatures are bracketed and may change in the future.
5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.
6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement ICC10ROTH1

1. **Pages 1, 2, 6 and 11:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 7:** The sentence “The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” will appear when an Optional Rider has been elected.
3. **Page 6 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The ages are bracketed and may range from 70 to 95.
4. **Page 12:** The Company Officer’s signatures are bracketed and may change in the future.
5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.
6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement ICC10NQ1

1. **Page 4, 5 and 7:** The sentence “The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider, Attachment A, to this Endorsement” will appear when an Optional Rider has been elected.
2. **Page 4:** The age limitation for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The ages are bracketed and may range from 70 to 90.
3. **Page 7:** The period during which an eligible individual may elect to continue cover under the Beneficiary Continuation Option is nine months. This period may vary in the future on a new business basis, and may range from six to eighteen months.
4. **Page 10:** The Company Officer’s signatures are bracketed and may change in the future.
5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.
6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement ICC10INHIRA1 and ICC10INHROTH1

1. **Page 1:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 12:** The Company Officer’s signatures are bracketed and may change in the future.

Endorsement ICC10CSTD1

1. **Page 1:** The language will appear if it is a Roth IRA Contract.
2. **Page 1:** Item 3 will appear in the Endorsement if it is a IRA Contract.
3. **Page 1:** The Company Officer's signatures are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY
Statement of Variability
For Enrollment Forms and Applications **2010 App 02 ADV**

The following comments describe the nature and scope of the variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

1. The address, web address and telephone number for our processing office, the catalog number, the barcode (which is reflective of the catalog number), and page footers of the form should be considered administrative in nature and are subject to change.
2. In Section 1 the Type of Contract references the markets (e.g., “NQ”, “QP”, “IRA”, etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
3. In Section 1 the available methods of payment may vary by the type of markets offered.
4. In Section 2 the available types of ownership may vary by the type of markets offered.
5. In Section 2 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
6. In Section 4 the optional riders available under the contract will be shown here. As riders are added to the contract through the state approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 4.
 - Owner issue ages may range from 20 – 75
 - Age 85 referenced in the GMDB Riders may vary from 70 to 95
7. In Section 5, Special Money Market DCA durations may change or additional periods may be added, such as 18 or 24 months.
8. In Section 5 we reserve the right to change the minimum contribution amounts, which may change due to market conditions.
 - The Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%
9. In Section 5 the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. The Categories shown under Guaranteed Benefit Investment Options may be revised in the future and accordingly the allocation rules there under may also change. Such changes will be done for purposes of risk mitigation to the Company in connection with the guaranteed benefits we offer. The percentages shown may range from 0 to 100.



Richard Walsh
Assistant Vice President
Annuity Product Management & Filing

August 19, 2010

The Honorable Julie Benafield Bowman
Commissioner
Arkansas Department of Insurance
1200 W. Third Street
Little Rock, AR 72201-1904
Attn.: Policy & Other Form Filings

RE: AXA Equitable Life Insurance Company
NAIC No.: 968-62944
FEIN 13-5570651
See Attached Exhibit I, which lists the forms being filed.

Dear Commissioner :

Filing Overview

We are filing for your approval the enclosed flexible premium combination fixed and variable deferred annuity forms. The new forms (described below) include: a Contract with Data Pages, Riders, and Endorsements and an Application.

Base Contract and Data Pages

Contract ICC10BASE1-A will be issued with Data Pages ICC10DPADV and the various riders and endorsements described below.

Under this Contract, a client may elect from two sleeves of Investment Options to fund his/her annuity contract. One sleeve is termed the "Performance Account Investment Options" and the other is termed the "Protection Account Investment Options." A client seeking guarantees through the purchase of an optional benefit rider must fund his/her rider by allocating amounts to the Protection Account Investment Options. Allocation of such amounts may be done by Contributions to or transfers into these Protection Account Investment Options. A Benefit Base is created by allocating amounts to these Protection Account Investment Options. It is the Benefit Base described in the various Riders which is the basis for the guarantees under the Contract.

Endorsement Applicable to Protection Account Investment Options

Endorsement ICC10GOA1 is available at issue only and provides the Owner the terms for allocating amounts under their Contract to the available Protection Account Investment Options. There are different terms and conditions applicable to each category of Investment Option which are detailed in the endorsement.

In addition, we are filing the following new Riders for your approval.

Guaranteed Income Benefit Rider

Optional Rider ICC10GIB1 is available at issue only and provides for an optional Guaranteed Income Benefit ("GIB"). The Rider is issued with a Contract unless a client opts out of such Rider on the application. Rider ICC10GIB1 provides a lifetime income and allows for annual withdrawals prior to the commencement of lifetime income payments. To create the GIB Benefit Base which is the funding basis for the Rider's benefits, the owner must make initial or subsequent contributions to the Protection Account Investment Options or make a transfer from the Performance Account Investment Options to the Protection Account Investment Options. Both lifetime income payments and annual withdrawal amounts are derived from the GIB Benefit Base.

The GIB Rider provides for a rollup rate which is determined by and periodically adjusted by an index. The minimum annual rollup rate will be equal to the average rate of 10-year Treasury rates during the twenty (20) calendar days ending on the 15th of the month immediately preceding calendar quarter in which the contract anniversary falls, plus 100 basis points, rounded to the nearest 10 basis points. A higher rollup rate may be declared at our discretion. The rollup rate may be changed each Contract Year, subject to a floor and a cap. The rollup rate will be determined and declared quarterly. A Deferral Bonus Rollup Rate will be credited to a client's GIB Benefit Base each Contract Year until a withdrawal is taken. Once a withdrawal is taken the Deferral Bonus Rollup Rate will not apply in that Contract Year or any subsequent Contract Year. Rider ICC10GIB1 provides an automatic reset of the GIB benefit base every third Contract Year.

Guaranteed Minimum Death Benefit Riders

Riders ICC10GMDBROP1, ICC10GMDBHAV1 and ICC10GMDBGR1 provide for an optional Guaranteed Minimum Death Benefit ("GMDB"). Rider ICC10GMDBGR1 is available at issue only and provides an automatic reset of the Guaranteed Minimum Death Benefit and is available only in combination with Rider ICC10GIB1. If GIB is voluntarily terminated, this rider will be automatically terminated at the same time. Riders ICC10GMDBROP1 and ICC10GMDBHAV1 are available at issue and post-issue and may be elected on a stand-alone basis; Rider ICC10GMDBHAV1 provides an annual reset of the benefit base if the Annuity Account Value is greater than the current GMDB and Rider ICC10GMDBROP1 provides a return of principal. Riders ICC10GMDBROP1 and ICC10GMDBHAV1 may be elected post-issue if a client drops GIB and wishes to change his/her GMDB election as detailed in the *Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)*. These riders are funded by allocating amounts to the Protection Account Investment Options.

The Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)

Endorsement ICC10GBENDO1 is available at issue only and describes the interplay between and rules associated with the GIB and GMDB Riders. The effect of terminating a rider is presented in table form to provide the client a more user-friendly format to discern the difference between a pre-funding and post-funding termination of a rider.

Market Segment Endorsements

Also enclosed for your approval are the following market segment endorsements. The market segment endorsements have been drafted in consultation with our tax and insurance counsel.

Endorsement No.	Applicable to Market Segment
ICC10NQ1	Non-Qualified Contracts
ICC10IRA1	Traditional IRA Contracts
ICC10ROTH1	Roth IRA Contracts
ICC10INHIRA1	Inherited Traditional IRA Contracts
ICC10INHROTH1	Inherited Roth IRA Contracts
ICC10CSTD1	Custodial IRA Endorsement

Additionally, we are filing endorsement ICC10SMMDCA1 for approval. This endorsement describes the special dollar cost averaging feature applicable to the money market fund.

We are also enclosing for your approval Application 2010 App 02 ADV which is for use with this product.

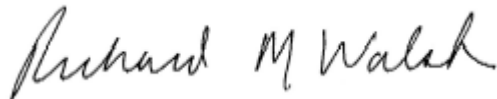
In addition, we have enclosed the Actuarial Basis Memorandum and Statements of Variability for the applicable enclosed forms. Due to a recent change in law, the state of New York no longer requires filing of this type of form for use outside of New York. Instead, New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York. The required filing fee will be sent by express mail or EFT. We request that information contained in this letter and any attachments hereto be treated as confidential and be exempted from disclosure in accordance with the state's Freedom of Information law or other similar laws, and we be notified prior to any proposed release of this information.

Federal Jurisdiction Exemption from Flesch Score

This contract is subject to federal jurisdiction and has been filed with the Securities and Exchange Commission. Accordingly, it is exempt from Flesch score requirements.

Any questions pertaining to the actuarial information in this filing should be referred to Jeffrey Rait at (212) 314-2944. For any other questions or if you need additional information, you may contact me at (212) 314-3408 or Greg Prato at (212) 314-5710.

Sincerely,



Richard Walsh
Assistant Vice President

EXHIBIT I

Policy Form Listing

The following forms are filed for your approval:

ICC10BASE1-A - Individual Fixed and Variable Annuity – Contract
ICC10DPADV - Individual Fixed and Variable Annuity – Base Data Pages
ICC10GIB1 - Individual Fixed and Variable Annuity – Rider
ICC10GMDBGR1 - Individual Fixed and Variable Annuity – Rider
ICC10GMDBHAV1 - Individual Fixed and Variable Annuity – Rider
ICC10GMDBROP1 - Individual Fixed and Variable Annuity – Rider
ICC10GBENDO1 - Individual Fixed and Variable Annuity – Endorsement
ICC10GOA1 - Individual Fixed and Variable Annuity – Endorsement
ICC10SMMDCA1 - Individual Fixed and Variable Annuity – Endorsement
ICC10NQ1 - Individual Fixed and Variable Annuity – Endorsement
ICC10IRA1 - Individual Fixed and Variable Annuity – Endorsement
ICC10ROTH1 - Individual Fixed and Variable Annuity – Endorsement
ICC10INHIRA1 - Individual Fixed and Variable Annuity – Endorsement
ICC10INHROTH1 - Individual Fixed and Variable Annuity – Endorsement
ICC10CSTD1 - Individual Fixed and Variable Annuity – Endorsement
2010 App 02 ADV - Individual Fixed and Variable Annuity – Application

AXA Equitable Life Insurance Company

State of Arkansas

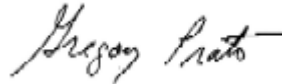
Certificate of Compliance – Bulletin 11-83

RE:

ICC10BASE1-A - Individual Fixed and Variable Annuity – Contract
ICC10DPADV - Individual Fixed and Variable Annuity – Base Data Pages
ICC10GIB1 - Individual Fixed and Variable Annuity – Rider
ICC10GMDBGR1 - Individual Fixed and Variable Annuity – Rider
ICC10GMDBHAV1 - Individual Fixed and Variable Annuity – Rider
ICC10GMDBROP1 - Individual Fixed and Variable Annuity – Rider
ICC10GBENDO1 - Individual Fixed and Variable Annuity – Endorsement
ICC10GOA1 - Individual Fixed and Variable Annuity – Endorsement
ICC10SMMDCA1 - Individual Fixed and Variable Annuity – Endorsement
ICC10NQ1 - Individual Fixed and Variable Annuity – Endorsement
ICC10IRA1 - Individual Fixed and Variable Annuity – Endorsement
ICC10ROTH1 - Individual Fixed and Variable Annuity – Endorsement
ICC10INHIRA1 - Individual Fixed and Variable Annuity – Endorsement
ICC10INHROTH1 - Individual Fixed and Variable Annuity – Endorsement
ICC10CSTD1 - Individual Fixed and Variable Annuity – Endorsement
2010 App 02 ADV - Individual Fixed and Variable Annuity – Application

I, Gregory Prato, Assistant Vice President of AXA Equitable Life Insurance Company, do hereby certify that the guidelines of Arkansas Bulletin 11-83 have been reviewed, and that the above listed form(s) do comply with these guidelines.

BY:



Signature

Gregory Prato

Name

Assistant Vice President

Title

August 19, 2010

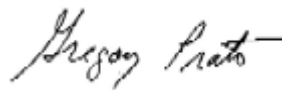
Date

AXA Equitable Life Insurance Company
State of Arkansas
Certificate of Compliance – Regulation 19s 10B
Unfair Sex Discrimination in the Sale of Insurance

RE: ICC10BASE1-A - Individual Fixed and Variable Annuity – Contract
ICC10DPADV - Individual Fixed and Variable Annuity – Base Data Pages
ICC10GIB1 - Individual Fixed and Variable Annuity – Rider
ICC10GMDBGR1 - Individual Fixed and Variable Annuity – Rider
ICC10GMDBHAV1 - Individual Fixed and Variable Annuity – Rider
ICC10GMDBROP1 - Individual Fixed and Variable Annuity – Rider
ICC10GBENDO1 - Individual Fixed and Variable Annuity – Endorsement
ICC10GOA1 - Individual Fixed and Variable Annuity – Endorsement
ICC10SMMDCA1 - Individual Fixed and Variable Annuity – Endorsement
ICC10NQ1 - Individual Fixed and Variable Annuity – Endorsement
ICC10IRA1 - Individual Fixed and Variable Annuity – Endorsement
ICC10ROTH1 - Individual Fixed and Variable Annuity – Endorsement
ICC10INHIRA1 - Individual Fixed and Variable Annuity – Endorsement
ICC10INHROTH1 - Individual Fixed and Variable Annuity – Endorsement
ICC10CSTDL1 - Individual Fixed and Variable Annuity – Endorsement
2010 App 02 ADV - Individual Fixed and Variable Annuity – Application

I, Gregory Prato, of AXA Equitable Life Insurance Company, do hereby certify that above listed form(s) meet the requirements of Regulation 19s 10B as well as all applicable requirements of the Arkansas Department of Insurance.

BY:



Signature

Gregory Prato

Name

Assistant Vice President

Title

08/19/10

Date

AXA Equitable Life Insurance Company

State of Arkansas

Consent To Submit Rates
And/Or Cost Bases For Approval

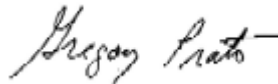
RE: ICC10BASE1-A - Individual Fixed and Variable Annuity – Contract

The AXA Equitable Life Insurance Company ("Company") does hereby consent and agree:

- A. that all premium rates and/or cost bases, both "maximum" and "current or projected", used in relation to the above listed policy form(s), must be filed with the Insurance Commissioner for the State of Arkansas, ("Commissioner") at least sixty (60) days prior to their proposed effective date. Such rates and/or cost bases shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost bases prior to the expiration of sixty (60) days.
- or
- B. that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the Company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The Company must also document the method used to calculate its premium and range of rates.

AXA Equitable Life Insurance Company

BY:



Signature

Gregory Prato

Name

Assistant Vice President

Title

08/19/10

Date